

BOARD OF SUPERVISORS

Brown County

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PLAN, DEV. & TRANS. COMMITTEE

Bernie Erickson, Chair

Dave Kaster, Vice Chair

Dave Landwehr, Norbert Dantine, Tom Sieber

PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE

Monday, March 25, 2013

Approx. 6:15 p.m. (To follow Land Con Mtg)

Room 161, UW-Extension

1150 Bellevue Street

- I. Call Meeting to Order.
- II. Approve/Modify Agenda.
- III. Approve/Modify Minutes of February 25, 2013.
1. Review minutes of:
 - a. Harbor Commission (February 11, 2013).
 - b. Planning Commission Board of Directors (November 7, 2012 & March 6, 2013).
 - c. Planning Commission Board of Directors Transportation Subcommittee (August 13, 2012 & February 25, 2013).

Comments from the Public

Public Works – Facility Management

2. Discussion and possible action regarding the proposed settlement offer on the hazardous waste claim at Marine Shale Processors Site.
 - a. Closed Session: Discussion with legal counsel regarding strategy with respect to the claim and settlement proposal for the hazardous waste at the Marine Shale Processors Site.
 - b. Open Session: Discussion and possible action on the claim and settlement proposal for the hazardous waste at the Marine Shale Processors Site.
3. Discussion referring to demolition of the former Mental Health Center. *Held for two months and have final reports brought back for review and possible action.*
4. Resolution re: Change in Table of Organization Public Works Department Electrician Journeyman.
5. Central Library Elevators modernization Bid Approval.
6. Summary of Operations.
7. Director's Report.

Port & Solid Waste

8. Resolution to Approve the Purchase and Subsequent Sale of Parcel HL-356, located adjacent to the property proposed under the 1998 Landfill Siting Agreement for the Construction of a South Landfill in the Town of Holland.
9. Land Lease – Request for Approval.
10. Director's Report.

Planning and Land Services

Planning Commission

11. Update regarding County Farm development.
12. Preliminary Budget Status Financial Report for December, 2012.

Property Listing

13. Preliminary Budget Status Financial Report for December, 2012.

Zoning

14. Preliminary Budget Status Financial Report for December, 2012.

Airport

15. Budget Adjustment Request (13-18) Category 5: Add \$131,000 to acquire a residence adjacent to the Airport.
16. Airport Year-End Financial Report for December, 2012.
17. Director's Report.

Land Information – No Items.

Register of Deeds – No Items.

UW-Extension – No Items.

Other

18. Audit of bills.
19. Such other matters as authorized by law.

Bernie Erickson, Chair

Attachments

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY
PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the **Brown County Planning, Development & Transportation Committee** was held on Monday, February 25, 2013 in Room 161, UW-Extension, Green Bay, Wisconsin

Present: Chair Erickson, Supervisors Dantine, Kaster, Landwehr, Sieber
Also Present: Executive Streckenbach, Brent Miller, Tom Miller, Paul Van Noie, Paul Fontecchio, Judy Knudsen, Dean Haen, Supervisor Lund, and Other Interested Parties

I. **Call Meeting to Order:**
The meeting was called to order by Chairman Bernie Erickson at 6:27 p.m.

II. **Approve/Modify Agenda:**

Supervisor Dantine suggested amending the agenda to take Item #12 right after or with Item #6.

Motion made by Supervisor Kaster, seconded by Supervisor Dantine to approve as amended. Vote taken. MOTION CARRIED UNANIMOUSLY.

III. **Approve/Modify Minutes of November 26, 2012.**

Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

1. **Review minutes of:**

a. **Harbor Commission (January 14, 2013).**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

b. **Revolving Loan Fund Committee (December 17, 2012).**

Motion made by Supervisor Sieber, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

Comments from the Public - None.

Verify with PD&T Members on when they receive their committee packets.

Chairman Erickson informed that Saturday mail delivery may cease sometime in August. The committee members noted that they received their packets on Saturdays; therefore agenda items may need to be received earlier in the Board office and the date of mailing will need to be moved up a day. Supervisor Lund informed that it might be Wednesday instead of Saturday. Landwehr stated that long term they could look at moving the meeting to another date or send things electronically.

Communications

2. **Communication from Supervisor Vander Leest re: Request by the MacArthur Heights Neighborhood Association to lower the speed limit on Hazelwood Lane from Packerland Drive to Wood Lane; also complete a traffic study of Packerland Drive to be complete to review average speed, traffic count and semi-trailer usage. *Held for one month.***

Erickson informed that this was two months in a row that Vander Leest had not shown up even after he had personally reminded him. He felt like they were wasting staff time on this. Kaster

suggested taking up this item as it had come up a few times before. Landwehr suggested holding the item incase Vander Leest showed up.

Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to hold until after Item #15. Vote taken. MOTION CARRIED UNANIMOUSLY.

Lund stated that if it was a good idea to lower the speed limit, or not, it didn't matter if Vander Leest was present. Erickson questioned what the staff recommendation was for the speed limit.

Public Works Engineer Paul Fontecchio responded that the recommendation would be to leave the speed limit alone, at 30MPH. It was his opinion that when you did a road project, you had to take into account the land owner's perspective. They could look at all the data that they wanted but if there was a concern presented by the landowner through the neighborhood association and/or through their County Supervisor, that was a big piece of the puzzle. Fontecchio suggested doing a bump-out, he felt there was some value to it in terms of addressing some of the concerns that were raised. However it was also \$86,000. In 2010, the City of Green Bay did a speed study and the speed study in the 85th percentile came back at 38/39MPH. If they went strictly on the speed study, from an engineering perspective they should actually raise the speed limit to 35. His recommendation would be to leave it at 30 and try the bump-outs first. The road was 48' wide and looked like a four-lane. If you put the bump-outs at the intersections and it really defined the parking and the drive lanes. He believed it would help slow things down. You want to do one thing at a time, try the bump-outs first, and then see what it did to the speed after.

Erickson questioned if this would change the construction throughout the area. Fontecchio responded that he did not think so. If you look at the average daily traffic, it really hadn't changed much in the last 10-years. The DOT was pretty much done with the 41 work. He didn't see this being an impact.

Landwehr questioned if it made more sense to go to, for example, a rumble strip rather than a bump-out, easier to maintenance for plowing, etc. Fontecchio believed it was a visual thing. Plowing would be the hardest thing out of it all but you plow your main lanes and then come back and do the bump-outs; it was not a drive lane.

Van Noie informed that Vander Leest was made aware of staff recommendations. Fontecchio added that they would also recommend communicating with the City of Green Bay and encourage them to put sidewalks in.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

3. **Communication from Supervisor Van Dyck re: Request that jurisdiction over the Central Library repair projects be reassigned from the Planning, Development & Transportation Committee to the Education & Recreation Committee. *Referred from February County Board.***

Chairman Erickson informed that he had spoken with Supervisor Van Dyck and Van Dyck had asked that they receive and place this item on file. He would like for Public Works to keep the Ed & Rec Committee informed as to what had been going on with the ongoing repairs.

Doug Marsh attended the monthly Library Board meetings, Erickson suggested that he attend or send info to Ed & Rec Committee.

Landwehr had spoken with Van Dyck also and he just wanted the committee to be informed.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

Carryovers

4. 2011 to 2012 Carryover Funds – Planning, Development & Transportation Division.

Item correction – Should state 2012 – 2013 Carryover Funds.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

Airport

5. TSA Reimbursement Grant.

The Transportation Security Administration had notified the Airport of its ability to participate in the TSA's Law Enforcement Officer Reimbursement Program. The TSA had agreed to reimburse the Airport up to \$328,500 over the term of the three year agreement.

The Airport was directed to apply for the grant in early 2012. Based on information obtained from the Brown County Sheriff's Department, the cost of providing a deputy at the airport 15-hours a day, Sunday through Friday, and 12.5 hours on Saturday, for the three year period would be \$799,809. Based on the reimbursement programs, the Airport would pick up 58% of the deputy cost, while the TSA would cover 42% of the cost.

Over the three year term of the program, the fiscal impact to the airport, for expenses not covered by the TSA, would amount to \$471,309.

No funds were included in the 2013 Airport budget to cover the additional expense associated with this reimbursement program. Furthermore, the Airport Security Program had been approved by the Transportation Security Administration, and is in compliance with all current aviation security regulations.

It was recommended that the county decline to participate in the TSA partial reimbursement program.

Chairman Erickson requested that a closed session with regard to this item be added to the March County Board agenda.

Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to decline the participation in the TSA's Law Enforcement Officer Reimbursement Grant Program. Vote taken. MOTION CARRIED UNANIMOUSLY.

Although shown in proper format, Item #12 was taken with Item #6 at this time.

6. Resolution re: Reclassification of Position Utility Worker – Airport.

Human Resource Analyst Tom Smith explained that the difference between the "Annual" pay rate between the Airport Utility Worker and the Public Works Housekeeper I was the hours worked. The Utility Workers at the Airport worked annually 2080 hours, the Housekeeper I

worked annually 1,950 hours. Both were being figured to go on through the Administrative Class and Comp Plan at a Grade 3 – range between \$11.12 per hour up to \$13.26 per hour.

Sieber noted that there was some hourly compensation comparisons provided, but questioned if any of the Airport Facility Worker positions required security clearance. Smith responded that it wasn't necessarily a requirement but they were subject to a criminal background checks before becoming county employees. All employees at the Airport had to go through a separate security clearance based on the TSA background. Miller added that TSA jobs required applicants to pass a favorable background investigation and are thus able to obtain a security clearance. Smith stated that they try to classify maintenance workers all in the same compensation plan, the requirement to have the security clearance was an additional requirement that they had to have and possess. The county paid to get the security clearance for them.

Sieber's way of thinking was that people who were required to have a security clearance needed to be paid more because they wanted people who were really good and competent and willing to stay longer, it's a longer process to replace them. Smith stated that part of their compensation plan in addition to the hourly rate compensation was the fringes. That's how they placed them at the class rate. Handouts providing compensation attached.

A brief discussion ensued with regard to evaluations, pay raises and step increases, Smith informed that there were step increases but the steps had been frozen since 2002. Lund stated that he had been the Administration Committee Chairman for two terms and the Board Chairman and at that time they wanted to get a Class and Comp study and simplify it. He believed the Executive was doing that. Some questions would be answered by that. One issue was that these people were union workers.

Miller stated that with regard to the habitually sick or coming in late, this past year they had done performance evaluations on all of their hourly employees, which they will continue to do on a regular basis. In the future if someone did have a performance issue it would be noted on the evaluation on an annual basis and the employee would be subject to discipline, up to termination if their performance had not improved.

Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to approve the Resolution re: Reclassification of Position Utility Worker – Airport. Vote taken. Nay: Sieber. MOTION CARRIED.

7. **Director's Report.**

Miller reported that last Friday a news conference/media event was held with Congressman Reid Ribble and they turned over 1,309 signed letters of support and resolutions for a new Federal inspection station at Austin Straubel. Congressman had promised to help work out the one remaining road block of obtaining a commitment from the US Customs Service to staff it when an international charter was anticipated at the airport. Not asking for full time, 5/7 days a week staff, just additional personnel from Milwaukee to supplement the Green Bay Customs officers. The funds from the FAA were available.

Miller was happy to report that Austin Straubel would not be impacted from a staffing standpoint with regard to government sequestration. There were a number of contracted towers throughout the State which could be impacted but none in NE Wisconsin. The only federal tower that was anticipated to be impacted was General Mitchel in Milwaukee which could lose their "midnight shift".

Miller provided (attached) the Employee's Working over 12 HRS. in a 24 HR. period Report and informed that all of the overtime had to do with snow removal. They received a new piece of equipment which helped cut the amount of time, approx. 7 minutes less, to clear a runway. It originally took 30 minutes to clear a runway, now it was less time that an airplane had to hold.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file the Director's Report. Vote taken. MOTION CARRIED UNANIMOUSLY.

UW-Extension

8. Budget Adjustment 13 – 13: Increase in expenses with offsetting increase in revenue.

\$3,000 for Copy Center charges was inadvertently omitted from the 2013 U.W. Madison Programs budget and was intended to be covered by program fund balance (the accumulation of prior year's revenues in excess of expenditures).

Supervisor Dantine would like the amount listed in the motion for clarification on what the committee approved, more so as an FYI for when the reports went to County Board. County Executive wanted it clarified to show if it was levy neutral or no-impact on the levy. This would eliminate long debates on something that had no impact on the levy.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to approve the budget adjustment of \$3,000. Vote taken. MOTION CARRIED UNANIMOUSLY.

9. Director's Report.

UW-Extension Director Judy Knudsen provided a handout (attached) re: UW-Extension Happenings and briefly went over the handout with the committee.

They just completed CAFO (Concentrated Animal Feeding Operation) training in Green Bay. 1,000 animal units or more and they had 18 CAFOs in the county. They did expand the training; they had 180 people at the Tundra Lodge Conference Center including OSHA. Very good attendance.

Discussion ensued with regard to Breakfast on the Farm; Knudsen reported that they were still in search of a farm. Landwehr suggested looking at having a dairy processors host the event.

Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

Planning and Land Services

Zoning

10. 2012 Annual Report.

Zoning Administration Bill Bosiacki referred to the 2011 Annual Report in the agenda packet and asked if the committee had any questions. Landwehr suggested listing previous year comparisons in the report.

Motion made by Supervisor Sieber, seconded by Supervisor Dantine to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

11. Private onsite wastewater treatment system inspection requirement letter to be sent to approximately 900 property owners.

Bosiacki informed that this was a continuation of the maintenance program that they were mandated by the State to do and needed to complete by 2019. Proposing as their next step they had identified 932 systems that they had good records on and were confident in the soil. Most people were doing maintenance on it already. They just needed them to get with their program, that's what the letter in the packet was regarding.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

Public Works

12. **Resolution re: Reclassification of Position Housekeeper I – Public Works.**

Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to approve the Resolution re: Reclassification of Position Housekeeper I – Public Works. Vote taken. MOTION CARRIED UNANIMOUSLY.

13. **Resolution re: Initial Resolution Authorizing the Issuance of Not to Exceed \$6,630,000 General Obligation Bonds of Brown County, Wisconsin in One or More Series at One or More Times.**

Motion made by Supervisor Dantine, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

14. **Summary of Operations.**

Paul Van Noie referred to the Summary of the Operations for Public Works info in the packet and highlighted items on the report.

With regard to the 660 Fund under Highway, Van Noie informed that there were accounting issues so it was not as good as it should be in terms of accuracy.

Motion made by Supervisor Landwehr, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

15. **Director's Report.**

Van Noie summarized the Director's Report located in the packet. He noted that under the "Twelve-hour Days" report there was a word missing. It should state "As shown on this 12+ shift list, there were a total of 7 days whereby 200 employee **days** worked an average of 13.81 hours for a total of 2,762.25 hours."

Erickson questioned if Public Works plowed by the arena complex. He informed that the bricks honoring the memorial for various military personnel were being damaged by the plowing. Marsh stated that PMI did the plowing but it was his understanding that they switched out their plow with a rubber strip on the bottom. Van Noie informed that they had funds which covered certain things and one item on their list was to replace the pavers with some sort of colored concrete around the Resch Center.

Dantine brought up concerns with regard to pushing snow across the road and questioned if they had ever enforced it. Public Works Operations Manager Robert Bousley responded that it was a state ordinance which stated that you cannot push snow across the road. He had provided his superintendents and drivers with letters, including his signature, reminding citizens

that it was a state ordinance that they cannot push snow across the road. If they push snow, it will leave debris. Citizens would also be held liable if someone got in an accident across their house. Bousley stated that he was looking at different options on what to do. There was a \$20 fine by the state. He stated if you read the ordinance you could tell that it was written back in the 1950s. He was working on education, trying to get word out that it was against the law. The next logical step could be charging residents for going out and removing the snow. He was aware of situation and was looking at options to discourage. Erickson suggested forwarding this matter on to a Representative or bringing the ordinance to the committee to review and update with correct terminology and measurable fines in today's dollar value and send it to all 72 counties. Bousley added that they could work through the Wisconsin County Highway Association as well.

Motion made by Supervisor Kaster, seconded by Supervisor Landwehr to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

Item #2 was taken at this time.

Port & Solid Waste

16. **Resolution re: Approving Three-Year Statement of Intentions for Wisconsin Department of Transportation's Harbor Assistance Program.**

Port & Solid Waste Director Dean Haen informed that every year they had to put in their "wish list" to the Wisconsin Department of Transportation, in accordance with state statute, which required a statement of project intentions from local units of government intending to apply for federal and/or state aid related to harbor work of benefit to commercial transportation within the next three years. Many of these had been on for years in hopes that they would someday be brought to fruition, as well as newer ones. Overall the Port had received \$25 million in the last 15 years through the Harbor Assistance Program. Erickson interjected that in no way was this "spending money".

Haen informed that companies applying for grants used the county because the county had good experience in writing grants, running projects, building, etc. A lot of times companies will say, do it on our behalf, we'll give you the 20% cost share to run the project. In-turn for that service the county will lease the property to them for a period of time to recover the administration costs. The 80% of the cost came from the State because ports were identified as "for the public good".

Motion made by Supervisor Dantine, seconded by Supervisor Sieber to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

17. **2012 Port Annual Report – Request for Approval.**

Haen briefly went through the Port of Green Bay Annual Report 2012 with the committee, report was provided in the agenda packet.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

18. **2012 Solid Waste Annual Report – Request for Approval**

Haen briefly went through the Solid Waste Management Services Annual Report 2012 with the committee, report was provided in the agenda packet.

Landwehr recommended changing the name to Solid Waste/Recycling. Haen informed that that was part of the reorganization and that they had a few names in mind.

Kaster questioned the initiation of fees for credit card use. Haen informed that there were discussions about this at the last Solid Waste Board and they got the direction to fix the issue. The county was spending \$50,000 a year in credit card fees. The county was a not for profit so the fees were turned around and charged to other users, this didn't make sense. They reached out to the big users and explained that they were trying to change this with either wire transfers or with writing a check. If the big users insisted in using a credit card to get certain benefits then the county was asking that they pay 3%. Most recognized that they could just wire-transfer. The transfer station was still going to be on a transaction basis but not on a \$60,000-\$70,000/month bill. He believed they had it solved and didn't seem to upset anyone.

Motion made by Supervisor Sieber, seconded by Supervisor Landwehr to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

19. **Director's Report.**

Haen informed that the committee will see a resolution coming through to do a land lease with a company who wanted to store product on county property. The company had an urgent need. The Port had already done land leases for snow, and with the Great Lakes Calcium, etc. They were going to allow this company to put material there before they had an agreement under the condition that if it was not approved that it had to be off of the property within 30 days.

Second Shift: When they go to the second shift they will be investing \$1.6 million, and putting in a second bailer, putting in another line and a sorter. They had money in retained earnings, there won't be a cash need, they collected it from themselves. It was still county money and there were still going to be some approvals. Most approvals were going to fall through Outagamie County. It was their Table of Organization that was going to grow with second shift.

Renard Island: Cat Island had extra money and the Corp of Engineers said they could use it for Renard Island. When the Corp planned their closure costs, they will include the removal of the causeway. They will gladly take it out if the county takes ownership of the causeway; they had to do something with the island. This was going to come back and be an action item sometime this spring or summer. It made sense to leave the causeway in, there was 55 acres waterfront real estate that the county owned out there, some use would be beneficial to the community and the only way to use it was to have the causeway in. It would be Haen's recommendation to leave it in, take ownership, and leave it as a permanent structure and start figuring out what to do with the island. He felt it would serve the county well in some capacity. Haen informed that he reached out to a gentleman from Madison, a guy who retired from the DNR who was once in charge of the Fox River Cleanup project. He knew all the contacts. There was so much paper mill money settlements that were coming yet. He planned to ask what they could do on the island. If he could identify a funding source, he felt it should make it easy for the county to say let's keep the causeway in.

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY.

Other

- 20. **Audit of bills.** The bills were sent back for a month due to incorrect wording.
- 27. **Such other matters as authorized by law.**

Motion made by Supervisor Dantine, seconded by Supervisor Kaster to adjourn at 8:32 p.m. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Alicia A. Loehlein
Recording Secretary

PORT AND SOLID WASTE DEPARTMENT

Brown County

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DEAN HAEN

DIRECTOR

PROCEEDINGS OF THE BROWN COUNTY HARBOR COMMISSION

A meeting was held on **Monday, February 11, 2013**
Clarion Hotel, 200 Main St., Green Bay, WI

1) The meeting was officially called to order by President McKloskey at 11:32 am.

2) Roll Call:

Present: President Neil McKloskey
Commissioner Bernie Erickson
Commissioner Bryan Hyska
Commissioner Hank Wallace
Commissioner John Hanitz
Commissioner Tom Klimek

Excused: Vice-President Craig Dickman

Not Excused: Commissioner Greg Flisram
Commissioner Ron Antonneau

Also Present: Dean Haen, Brown County P&SW
Mark Walter, Brown County P&SW
Eric Genrich, State Representative
John Mory, Cellcom Green Bay Marathon
Sean Ryan, Cellcom Green Bay Marathon

3) Approval/Modification – Meeting Agenda

A motion to approve the agenda was made by John Hanitz and seconded by Bryan Hyska. Unanimously approved.

4) Approval/Modification – January 14, 2013 Meeting Minutes

A motion to approve the minutes of January 14, 2013 was made by Bryan Hyska and seconded by Tom Klimek. Unanimously approved.

5) 2012 Annual Report – Request for Approval

Dean Haen, Director of Port & Solid Waste, went over the 2012 Annual Report which included a message, an overview, port and environment summary, economic impact, 2012 accomplishments, goals, and financial highlights. After approval, the annual report will go to the Planning, Development and Transportation Committee. Two changes were suggested on page 7 of the Annual Report. The Port Area Budget Status Report that says “YTD Actual” changed to “Year End Actual”. Another change on the foot note was made to the year, 2012 to 2013 (Corrected to: Revenues and Expenses are current as of 1/31/13 and are unaudited).

A motion to approve the 2012 Annual Report with modifications was made by Hank Wallace and seconded by Bryan Hyska. Unanimously approved.

6) Green Bay Marathon Security Deposit for Demurrage Charges – Request for Approval

John Mory and Sean Ryan spoke about the upcoming Cellcom Green Bay Marathon. This race is a Boston Marathon qualifying event so the runners come to the event to try and get a good time due to our land being one of the flattest routes. Their proposal is to get a commitment to have a bridge closure of Walnut Street from 8:30 to 13:30 to prevent interference on the course. There is a \$1,500 security deposit in case of demurrage charges by any terminal operator. The marathon will present a check in the amount of \$7,500 in case of a ship would come into Port to offer them for a period of time to get the runners across the bridge.

A motion to approve the Green Bay Marathon Security Deposit for Demurrage Charges was made by Bernie Erickson and seconded by Hank Wallace. Unanimously approved.

7) WDOT Harbor Assistance Program Statement of Intentions – Request for Approval

Staff has put together a resolution for approval to approve three-year Statement Of Intentions (SOI) for the Wisconsin Department of Transportation's (WDOT) Harbor Assistance Program. This would need to be approved by County Board. The two statements of intentions for 2013 revolve around the Bylsby property. For 2014, there are six statement of intentions; Dock Renovation and Dredging for Noble Petro, a smaller Leicht Transfer & Storage State Street Dock Wall, a larger Leicht Transfer & Storage State Street Dock Wall, Western Lime Corporation's North Dock Wall, Dredge North Dock for KK Integrated Logistics, Inc., and McDonald Warehouse Development. For 2015, there are four statement of intentions; Green Bay Harbor Navigational Channel Deepening Project, Port of Green Bay Slip and Dock Wall Deepening Project, West Shore Public Port Terminal, and East Shore Public Port Terminal. The SOIs are a planning tool for WDOT and doesn't not reflect a commitment from Brown County in anyway.

A motion to approve the WDOT Harbor Assistance Program Statement of Intentions was made by Tom Klimek and seconded by Neil McKloskey. Unanimously approved.

8) Cat Island Chain Restoration Project– Update

The County to date has spent \$1.4 million on rock which is about 1/3 of the total budget. The project is still ahead of schedule. In order to help meet its cost share, the department will put markers up and may pay for the repair of the Lineville Road sections that has been beat up.

9) Renard Island Closure- Update

The US Army Corp of Engineers responded by letter that the leftover funds from the Cat Island Chain Restoration could be used on the Renard Island Closure project. Two Corps representatives flew in from Detroit to meet with staff and started planning activities that need to be done. The first challenge is to see how much money the Corp has available. Another part of their cost estimate is the removal of the access road. Both Companies will be working with staff to communicate to the Corps their closure responsibilities.

10) Director's Report

The Port Symposium is March 28th which will be held at the Clarion Hotel from 10am to 1pm. Guest speakers are Troy Streckenbach, Neil McKloskey, Congressman Reid Ribble, Raymond Johnston, and Amy Moore.

There was a press release on the recently completed Great Lakes modal shift study. The Port contributes \$10,000 to the Chamber of Maritime Commerce annually and these funds were used to complete the study. That money went towards funding an economic impact study in 2011 and this past year a modal shift comparing the "green" aspects of waterborne shipping to rail and truck.

The department has launched its annual First Ship Contest with a prize package of a hotel stay at the Clarion, a Foxy Lady cruise, and dinner for two at Titledown Brewery. The first ship contest is where one guesses the date and time of the first incoming ship of the year.

The State of Wisconsin has three delegates that sit on the Great Lakes Commission. The Great Lakes Commission is a policy board where representatives drive the policy. Dean Haen has reached out to the Governor seeking appointment for the open position.

11) Audit of Bills – Request for Approval

A motion to approve Audit of Bills was made by Hank Wallace and seconded by Neil McKloskey. Unanimously approved.

12) Such Other Matters as Authorized by Law

None

13) Adjourn

A motion to adjourn was made by Tom Klimek and seconded by John Hanitz. Unanimously approved. Meeting adjourned at 12:27 pm.

Neil McKloskey, President
Harbor Commission

Dean Haen, Director
Port & Solid Waste Department

1a

MINUTES
BROWN COUNTY PLANNING COMMISSION
BOARD OF DIRECTORS
Wednesday, November 7, 2012
Green Bay Metro Transportation Center
901 University Avenue, Commission Room
Green Bay, WI 54302
6:30 p.m.

ROLL CALL:

Paul Blindauer	<u>X</u>	Michael Malcheski	<u>X</u>
James Botz	<u>X</u>	Ken Pabich	<u>X</u>
William Clancy	<u>X</u>	Gary Pahl	<u>X</u>
Norbert Dantine, Jr.	<u>X</u>	Scott Puyleart	<u>X</u>
Ron DeGrand	<u>X</u>	Dan Robinson	<u>Exc</u>
Bernie Erickson	<u>X</u>	Alan Swatloski	<u>Abs</u>
Adam Gauthier	<u>Exc</u>	Ray Tauscher	<u>X</u>
Steve Grenier	<u>X</u>	Mark Tumpach	<u>X</u>
Phil Hilgenberg	<u>X</u>	Jerry Vandersteen	<u>Abs</u>
Dotty Juengst	<u>X</u>	Tim VandeWettering	<u>X</u>
Pat Kolarik	<u>Exc</u>	Dave Wiese	<u>Abs</u>
Jack Lewis	<u>Exc</u>	Reed Woodward	<u>X</u>

OTHERS PRESENT: Chuck Lamine, Cole Runge, and Lori Williams.

N. Dantine called the meeting to order at 6:30 p.m.

1. Approval of the minutes of the October 3, 2012, regular meeting of the Brown County Planning Commission Board of Directors.

A motion was made by B. Erickson, seconded by G. Pahl, to approve the minutes as presented. Motion carried unanimously.

2. Discussion and action concerning the 2013 Green Bay Metropolitan Planning Organization (MPO) Transportation Planning Work Program.

C. Runge said that the 2013 Green Bay MPO Transportation Planning Work Program was presented to the transportation advisory committee as well as to staff from the Wisconsin Department of Transportation and Federal Highway Administration. The comments that were received were incorporated into the work program.

B. Erickson asked if the work program included anything about our area becoming a Transportation Management Area because our urbanized area population exceeds 200,000.

C. Runge replied not directly. However, over the next year or two we will have to start incorporating this into our work program.

B. Erickson asked C. Runge if he could keep either this board or the Planning, Development, and Transportation Committee informed on this issue.

C. Runge replied yes.

A motion was made by S. Grenier, seconded by K. Pabich, to approve the 2013 Green Bay Metropolitan Planning Organization (MPO) Transportation Planning Work Program. Motion carried unanimously.

3. Brown County Planning Commission staff updates on work activities during the month of October 2012.

G. Pahl asked about the following item that was listed in P. Schleinz's activities:

- Town of Wrightstown ESA Plan Correction to update floodway setback lines in order to allow fill and a structure that was inappropriately placed on a property to fit. The house was still placed in the wrong location with fill after markers identifying the ESA boundary were removed by an unknown source. A second amendment to resolve the new problem has been developed and will appear in the fourth quarter report. The new amendment includes the addition of a rain garden system to address storm water before it enters the floodway and possibly the inclusion of a geothermal system within an ESA setback.

C. Lamine replied that this administrative review is informational only. The review was able to be performed by staff and did not require approval by the board as this was one of the changes made to the Brown County Sewage Plan last year.

M. Tumpach asked for an update regarding the following two items that were listed in C. Lamine's staff activity report:

- Prepared for and participated in a meeting with representatives of UWGB and Brown County to discuss partnerships for and the physical characteristics of a research/technology park at the Brown County Farm property.
- Prepared for and participated in a meeting with representatives of the City of Green Bay Planning and Public Works Department to discuss partnerships for and the physical characteristics of a research/technology park and a Veterans Housing project at the Brown County Farm property.

C. Lamine said that they have had discussions with the Chancellor and staff at UW-Green Bay and they remain interested in the idea of a research and technology park at the Brown County Farm property. We have contracted to have a wetlands delineation done on the property.

C. Lamine stated that a more immediate project is a Veterans Housing development that would be located immediately to the north of the old Mental Health Center (MHC) building. If this project develops, the goal would be to use the revenue from this project toward the demolition of the old MHC. There is a potential that a Tax Increment District could be created that would enable funds for the development of the research and technology park.

D. Juengst asked if the Veterans Housing project is accomplished, what the timeline would be for demolition of the old MHC building.

C. Lamine replied that a timeline has not been established as we do not have an offer to purchase in hand yet. We are anxious to move forward with the demolition; however, it will take more than the increment from just this one development to accomplish the demolition.

A motion was made by K. Pabich, seconded by R. Tauscher, to receive and place on file the staff updates. Motion carried unanimously.

(A copy of the staff updates on work activities will be attached only to the minutes provided to the County Board office.)

4. Other matters.

C. Lamine announced that the Brown County Board of Supervisors approved the 2013 Planning and Land Services Department budget as submitted. C. Lamine thanked the County Board members for their support.

5. Adjourn.

A motion was made by G. Pahl, seconded by R. DeGrand, to adjourn. Motion carried unanimously. The meeting adjourned at 6:43 p.m.

:lsw

**STAFF REPORT
TO THE
BROWN COUNTY PLANNING COMMISSION
November 7, 2012**

October 2012 Staff Activity Reports

The recent major planning activities of Chuck Lamine, Planning Director:

- Met with the Port and Solid Waste Director and Wisconsin Economic Development Corporation (WEDC) regarding a statewide port planning process.
- Prepared for and participated in an EIS Lead Agencies meeting with the Brown County Principal Transportation Planner and representatives of WisDOT and FHWA.
- Prepared for and participated in a meeting with representatives of UWGB and Brown County to discuss partnerships for and the physical characteristics of a research/technology park at the Brown County Farm property.
- Prepared for and participated in a meeting with representatives of the City of Green Bay Planning and Public Works Department to discuss partnerships for and the physical characteristics of a research/technology park and a Veterans Housing project at the Brown County Farm property.
- Worked with the Planner I Transportation/GIS on creating maps and 3D renderings for future development opportunities at Austin Straubel International Airport. Maps and renderings were presented to the Brown County Executive's Airport Economic Development Committee on October 23 for two properties owned by Brown County located slightly north of STH 172, near the airport.
- Researched and presented information regarding the potential for use of Tax Increment Financing for economic development activities on Airport property to the Brown County Executive's Airport Economic Development Committee on October 23.
- Attended the October 17 Brown County Board meeting to address agenda items for the Planning and Land Services Department and more specifically for the STH 29 and CTH EA environmental assessment.
- Served on the Village of Suamico Tax Increment Finance Review Board.
- Completed contracts for legal services for the Brown County Economic Development Revolving Loan Fund program.
- Prepared a scope of service for completion of the Brown County Facility Master Plan and presented it to the Brown County Facility Master Plan Subcommittee on October 18.
- Completed two site visits for development of a veterans housing project on the County Farm property with representatives of Cardinal Management Group and the Center for Veterans Issues.
- Presented the Planning and Land Services Department budget to the Planning, Development, and Transportation Committee.
- Attended the Brown County Executive Committee meeting to provide information regarding two new positions proposed for the Planning and Land Services Department.

The recent major planning activities of Cole Runge, Principal Transportation Planner:

- Prepared information for a discussion about WisDOT's State Highway 29/County Highway EA Extension Study at a Brown County Board Planning, Development, and Transportation Committee meeting. Also presented the information to the committee and public and

answered questions. Following the committee meeting and a Brown County Board meeting, I prepared information to send to the Village of Bellevue at the request of Bellevue staff.

- Organized a meeting at Dickinson Elementary School in De Pere with the De Pere School District Superintendent and representatives of the city to discuss concerns about traffic in front of the school. Also participated in the meeting and developed a proposal to calm traffic and improve student safety at and near the school.
- Met with the Brown County Port Director, Brown County Planning Director, and a representative of the Wisconsin Economic Development Corporation (WEDC) to discuss the possible development of a statewide port viability study. Also researched grant programs that might be able to fund the study and sent the findings to the Port Director and WEDC representative.
- Developed the MPO's report and reimbursement request to WisDOT for the third quarter of 2012. Also developed a third quarter expense report for the transportation program at the request of the Brown County Department of Administration.
- Prepared for and participated in an MPO Transportation Planning Work Program review teleconference with representatives of WisDOT and the Federal Highway Administration (FHWA).
- Prepared for and participated in an EIS Lead Agencies meeting with the Brown County Planning Director and representatives of WisDOT and FHWA.
- Completed a Title VI Review of Sub-Recipients Survey at the request of WisDOT.
- Prepared for and participated in a teleconference with WisDOT to discuss defining an adjusted urbanized area boundary for the area.
- Participated in a meeting with representatives of UWGB and Brown County to discuss partnerships for and the physical characteristics of a research/technology park at the Brown County Farm property.
- Responded to interview questions from a planning student about my experience as a planner.
- Prepared for and participated in the MPO/RPC/WisDOT/FHWA annual conference.

The recent major planning activities of Aaron Schuette, Principal Planner:

- Prepared and submitted a \$1 million Community Development Block Grant (CDBG)-Housing grant application for the 10-county Northeastern Wisconsin CDBG-Housing Consortium to the Wisconsin Department of Administration.
- Participated in a conference call with other CDBG-Housing consortium lead counties regarding timelines and milestones on October 22.
- Worked with the GIS/Transportation Planner to complete a Wisconsin Coastal Management grant application for the 2013 budget year.
- Printed out two sets of Shoreland Zone / Environmentally Sensitive Area maps for each Brown County town as part of the 2011 Wisconsin Coastal Management Grant.
- Completed revisions to the Environmentally Sensitive Area and Shoreland Zoning report and pamphlet.
- Continued to work with the PALS Director on development of the former Brown County Farm property.
- Attended and presented at the Eaton Open House Meeting for the Eaton Comprehensive Plan Update at the Eaton Town Hall on the evening of October 24.
- Prepared and submitted the Historic Preservation report to the U.S. Department of Energy for the Energy Efficiency and Conservation Block Grant.
- Prepared and submitted the Davis-Bacon and Related Acts wage compliance report to the U.S. Department of Energy for the Energy Efficiency and Conservation Block Grant.

- Met with the Green Bay Metropolitan Sewerage District Sustainability Coordinator on October 12 to provide background on BCPC staff and projects.
- Attended a meeting with UWGB staff and Brown County staff on October 18 regarding the potential development of a technology and research park on the former County Farm property.
- Attended a Fox-Wisconsin Heritage Parkway Board meeting in Oshkosh on October 18, representing Brown County.
- Met with the City of Green Bay on October 29 regarding potential development of the former County Farm property.
- Reviewed the Pulaski Sign Ordinance and identified potential issues that will need to be addressed in the update.
- Assisted the Town of Holland regarding the application process and required background information for a potential CDBG-Public Facilities grant application through the Wisconsin Economic Development Corporation.
- Coordinated with AECOM, WDNR, and EPA regarding additional testing on the former Karcz property in downtown Pulaski.
- Completed and submitted the 2012 Federal Financial Report for the EPA Brownfield Grant to the U.S. EPA.
- At the request of the Neville Museum Director, researched and provided population data for inclusion in a grant application.
- Assisted 41 members of the public or local units of government with specific planning, land division, or zoning related questions during October.

The recent major planning activities of Peter Schlein, Senior Planner:

- Began review of 10 new certified survey maps (CSMs). Completed review of 13 CSMs.
- Completed review of one plat pre-submittal consultation.
- Responded to two private Water Quality Letter requests.
- Began or completed two environmentally sensitive area (ESA) amendments.
- Review of smaller ESA related issues and inquiries to develop solutions for the following communities: Town of Holland, Town of Ledgeview, Town of Pittsfield, Town of Wrightstown, Village of Bellevue, among other smaller projects.
- Town of Wrightstown ESA Plan Correction to update floodway setback lines in order to allow fill and a structure that was inappropriately placed on a property to fit. The house was still placed in the wrong location with fill after markers identifying the ESA boundary were removed by an unknown source. A second amendment to resolve the new problem has been developed and will appear in the fourth quarter report. The new amendment includes the addition of a rain garden system to address storm water before it enters the floodway and possibly the inclusion of a geothermal system within an ESA setback.
- A Village of Denmark ESA where the United Cooperative industrial site included the addition of a silo near a wetland and a gas tank near a waterway setback. The development was in the process of being approved with permits from both the WDNR and ACOE. In order to address requirements of the Brown County Sewage Plan, an onsite wetland mitigation and waterway setback enhancement project was proposed to address the lost ESA. This project is part of a staff-only approval process that was approved by the BCPC Board of Directors in 2011. The staff approval review must be reported to the BCPC Board of Directors. This summary is the method used to report a brief summary of the approval. Details regarding the project approval can be obtained directly from Peter Schlein.
- Review of smaller sewer service area (SSA) related issues and inquiries to develop solutions for smaller projects.

- Attended a climate change conference at St. Norbert's College on October 16 and October 17.
- Coordinated an RFP and site review of wetlands by a private consultant for the Brown County Farm property on October 6, October 7, and October 11.
- Completed the development of a five chapter draft update to the Brown County All-Hazard Mitigation Plan. Comments were returned from the State and a small handful of revisions are being made before the project is forwarded to FEMA. With the revisions being made, the likelihood of approval is significantly increased.
- Continued the organization and development of an update to the Sewer Service Area portion of the Brown County Sewage Plan. This is a major project and a significant amount of work is underway as a specific amount of grant funding must be spent during the remainder of calendar year 2012.
- Continued to utilize an online format for submitting and filing SSA amendments and ESA amendments with the Bureau of Watershed Management to expedite the review and approval process, saving time and money for staff and property owners.
- Provided planning services and ESA related duties, including advice to inquiries related to potential major and minor ESA amendments, identification of ESA violations, and assisting the public regarding "what is allowed and restricted" within an ESA buffer.
- Provided assistance and information to the general public, surveyors, and local units of government regarding various land divisions, potential developments, and general questions pertaining to the subdivision ordinance and general planning concepts via phone conversations and meetings.

The recent major planning activities of Lisa Conard, Transportation Planner I:

- Submitted final 2013-2017 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area to WisDOT, FHWA, and FTA for review and approval.
- Wrote a staff report and presented it to the Green Bay Transit Commission regarding the preparations for the 2014-2018 Transit Development Plan (TDP) for the Green Bay Metro System. The TDP is scheduled to be prepared as part of the MPO work program in 2013.
- Began writing the goals and objectives for the TDP.
- Prepared a written MPO staff response to the Draft Green Bay Metro System Management Performance Review document prepared by SRF Consultants on behalf of WisDOT.
- Viewed a webinar entitled "Overview of MAP-21 – Transportation Alternatives Program (TAP), including TAP funding structure, eligible activities, and the optional Recreations Trails and Safe Routes to School Programs."
- Completed an Efficiency Report Form at the request of the Planning Director regarding cost savings for a project to be done in-house in lieu of a consultant.
- Consulted and/or provided information to Metro staff regarding various service, compliance, and/or other issues.
- Participated in the October 17 meeting of the NE WI Regional Access to Transportation Committee. The purpose of the committee is to address issues relating to transportation for low-income populations, the elderly, and persons with disabilities. Emphasis is placed on coordination and funding.
- Participated in the Green Bay Transit Commission meeting on October 17.

The recent major planning activities of Jeff DuMez, GIS/Land Records Coordinator:

- Continued training and rebuilding of GIS applications following the data migration from the old system to the new one.

- Continued working with Information Services to get computers upgraded in PALS and other departments needing GIS access.
- Began changing the land records AS/400 to GIS script to utilize the new v3 server.
- Attended the Planning, Development, and Transportation Committee budget meeting.
- Built a new GIS data replication model to enable GIS map data to be more accessible to external users and the public.
- Reset the private onsite wastewater treatment systems and shoreland permits GIS layers and editing rights.
- Updated the GIS web application (GeoPrime) to utilize the new v3 database.
- Provided assistance verifying the location of cell towers for the Public Safety and Communications Department.
- Rebuilt the floodplain LOMA/LOMR mapping program and tested it.
- Modified the chemical storage web map for Emergency Management.
- Provided GIS data and other services to Coldwell Bankers, Stantec, SAA Design Group, Mi-Tech, Omnni Inc., Environmental Protection Agency, WI Department of Revenue, Town of Scott, Village of Bellevue, Village of Hobart, Town of Pittsfield, Town of Humboldt, Town of Eaton, Town of Green Bay, UW-Extension, Manitowoc County, and others.
- Assisted other people with miscellaneous service, data, and training requests.
- Attended a President's Council meeting in Wisconsin Dells as part of my Land Information Officer Network (LION) duties.
- Participated in a conference call with the Public Service Commission to discuss parcel and address mapping for use in Broadband.
- Attended the Wisconsin Association for Floodplain, Stormwater, and Coastal Management conference in Madison.
- Attended and presented at the Wisconsin Land Information Association (WLIA) conference in Appleton.
- Helped collect statewide parcel data to integrate into a statewide parcel GIS map layer as part of a LION/WLIA initiative.
- Attended the Esri User Group conference in Appleton.
- Attended staff meetings as needed.

The recent major planning activities of Dan Teaters, Planner I (GIS/Transportation):

- Assigned addresses as requested.
- Assisted Green Bay Metro with updating the Route Guide.
- Created 3D renderings for the CTH EA/STH 29 project. Renderings were created for both alternatives 2 and 4B to show the future impacts that each alternative would have on abutting properties.
- Worked with the Planning Director on creating maps and 3D renderings for future development opportunities at Austin Straubel International Airport. Maps and renderings were created for two properties owned by Brown County located slightly north of STH 172, near the airport.
- Assisted the Principal Planner with the creation and completion of the 2013 Wisconsin Coastal Management Program grant application.
- Began updating the Brown County Bicycle Map.
 - Updated the Bicycle Facilities layer in GIS.
 - Began redesigning the map layout including the informational text on the "non-map" panels.
- Updated pages of the TIP based on FHWA review and recommendations.

- Assessed CTH D/Lost Dauphin Road for inclusion of bike lanes or paved shoulders by driving the road and measuring current shoulder and gravel shoulders in multiple locations.
- Participated in the regular staff meetings held every other Thursday morning.
- Attended the WLIA Conference on October 23.
- Attended the Esri User Group conference on October 25 and October 26.

MINUTES
BROWN COUNTY PLANNING COMMISSION
BOARD OF DIRECTORS
Wednesday, March 6, 2013
Green Bay Metro Transportation Center
901 University Avenue, Commission Room
Green Bay, WI 54302
6:30 p.m.

ROLL CALL:

Paul Blindauer	<u>x</u>	Michael Malcheski	<u>Exc</u>
James Botz	<u>Exc</u>	Ken Pabich	<u>Exc</u>
William Clancy	<u>x</u>	Gary Pahl	<u>x</u>
Norbert Dantine, Jr.	<u>x</u>	Scott Puyleart	<u>x</u>
Ron DeGrand	<u>x</u>	Dan Robinson	<u>x</u>
Bernie Erickson	<u>x</u>	Ray Tauscher	<u>Exc</u>
Steve Gander	<u>x</u>	Mark Tumpach	<u>x</u>
Adam Gauthier	<u>x</u>	Steve VandenAvond	<u>x</u>
Steve Grenier	<u>x</u>	Jerry Vandersteen	<u>x</u>
Phil Hilgenberg	<u>x</u>	Tim VandeWettering	<u>x</u>
Dotty Juengst	<u>Exc</u>	Dave Wiese	<u>x</u>
Jack Lewis	<u>x</u>	Reed Woodward	<u>x</u>

OTHERS PRESENT: Lisa J. Conard, Chuck Lamine, Bob Mottl, Cole Runge, Peter Schlein, Aaron Schuette, and John Trester.

N. Dantine called the meeting to order at 6:30 p.m.

1. Approval of the minutes of the November 7, 2012, regular meeting of the Brown County Planning Commission Board of Directors.

A motion was made by S. Grenier, seconded by G. Pahl, to approve the minutes of the November 7, 2012, regular meeting of the Brown County Planning Commission Board of Directors. Motion carried.

2. Received and place on file the draft minutes from the February 25, 2013, meeting of the Transportation Subcommittee.

A motion was made by G. Pahl, seconded by R. DeGrand to receive and place on file the draft minutes from the February 25, 2013, meeting of the Transportation Subcommittee. Motion carried.

3. Introduction of Steve VandenAvond, appointed by the Village of Allouez, to the Brown County Planning Commission Board of Directors.

C. Lamine introduced Mr. Steve VandenAvond and Mr. Steve Gander and welcomed them to the Brown County Planning Commission Board of Directors.

4. Election of officers to the Brown County Planning Commission Board of Directors.

a. President.

A motion was made by B. Erickson to nominate N. Dantinne for President.

A motion was made by B. Clancy, seconded by J. Lewis, to close the nominations. Motion carried unanimously.

N. Dantinne was elected President.

b. Vice President.

A motion was made by P. Blindauer to nominate S. Greiner for Vice President.

A motion was made by J. Lewis, seconded by G. Pahl, to close the nominations. Motion carried unanimously.

S. Greiner was elected Vice President.

c. Reappointment of the Planning Director as the Secretary-Treasurer of the Brown County Planning Commission Board of Directors.

A motion was made by S. Greiner, seconded by B. Erickson, to reappoint the Planning Director as the Secretary-Treasurer. Motion carried unanimously.

5. **Public Hearing:** Notice of public hearing regarding Major Amendment #1 to the 2013-2017 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area.

N. Dantinne turned the public hearing over to L. Conard.

L. Conard opened the public hearing for Major Amendment #1 to the *2013-2017 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area* and the *Green Bay Metro 2013 Program of Projects*.

L. Conard stated that the Wisconsin Department of Transportation requested an amendment to the current TIP. The project proposed to be added to the TIP requires a major amendment. A 15-day public review and comment period and a public hearing are required. L. Conard provided project detail as follows:

**Major Amendment #1 to the
2013-2017 Transportation Improvement Program
for the Green Bay Urbanized Area
by the Brown County Planning Commission**

Project Sponsor	Project Description	September 2013 – September 2014			
		Federal	State	Local	Total
WisDOT	<u>STH 54 (Mason Street)</u> Mason Street Bridge/Tillemann Bridge Feasibility Study The Wisconsin Department of Transportation (WisDOT) plans to hire a consultant to conduct a study to determine the useful life of the facility and to calculate reconstruction costs if necessary. The project termini are approximately Ashland Avenue and Monroe Avenue. State ID: 9210-15-00 158-13-020 0.97 miles P				
		\$440,000	\$110,000	0	\$550,000

* The project is fiscally constrained and, if approved, will be added to the TIP fiscal constraint demonstration document.

L. Conard stated that one person has registered to speak at the public hearing.

John Trester, 2030 Jourdain Lane, Allouez. Mr. Trester stated that he rides his bicycle across the Mason Street Bridge every day. The bicycle and pedestrian accommodations are limited and do not function well. The sidewalk is not properly cleared of snow and ice and the storm grates are in poor condition and there is notable deterioration of the concrete. In addition, the vehicular traffic flows like it is a "60-mph" facility, even though it is posted at 35 mph.

This bridge is the only pedestrian/bicycle crossing between the Walnut Street Bridge in Green Bay and the Claude Allouez Bridge in De Pere.

Mr. Trester encouraged WisDOT to extend the project termini to Webster Avenue and Oneida Street. Mr. Trester noted that the new Claude Allouez Bridge is a good example of how to properly accommodate pedestrians and bicyclists.

L. Conard stated that comments received during the public participation process would be forwarded to WisDOT.

L. Conard asked three times if anyone wished to speak. Hearing no additional requests to speak, the public hearing was closed. L. Conard informed the commission that the requirements for public participation have been fulfilled.

6. Discussion and action regarding Major Amendment #1 to the 2013-2017 TIP for the Green Bay Urbanized Area.

B. Erickson asked how old the bridge is.

L. Conard stated it was built in 1973 and has been rehabilitated a number of times. The study will determine if the bridge and approaches should be rehabilitated or rebuilt.

R. Woodward asked if the facility was recommended for reconstruction, would bicycle and pedestrian accommodations be incorporated.

L. Conard stated yes. With the use of federal and/or state dollars, the project would need to be consistent with the Complete Streets law.

G. Pahl asked if the bridge would be widened.

L. Conard stated that this would be determined as part of the study.

B. Erickson stated that he does not think it is possible to accommodate bicycles and pedestrian with the number of on and off ramps that currently exist on the facility.

L. Conard stated that the current pedestrian and bicycle facilities are limited to a single sidewalk on the north side of the bridge from Jefferson Street to Broadway.

Currently, bicyclists are required to ride on the sidewalk, which is not ideal. It is preferred (based on Federal Highway Administration bicycle and pedestrian guidelines) to have a segregated bicycle lane on the road.

A. Gauthier asked about cost.

L. Conard stated that if a new facility is recommended, WisDOT planning staff has indicated that they would request funding under the High Cost Bridge Program. Preliminary estimates are in the \$50-\$80 million dollar range.

D. Robinson asked if WisDOT would be willing to look beyond the scope of Ashland and Monroe.

L. Conard stated that under a rebuild, the WisDOT process for public involvement would be extensive and considerations would be given to the surrounding area. The city, county, business groups, neighborhood associations, school district, etc. would be brought into the planning and design process.

S. Grenier stated that WisDOT's jurisdiction ends at the Monroe ramps as the STH 54 designation goes north onto Monroe Avenue.

Paul Blindauer asked about the condition of the lift span.

S. Grenier stated that the feasibility study will address this. In addition, the lift is inspected by WisDOT on a biannual basis.

L. Conard stated that in addition to the study and as a separate TIP project, WisDOT plans to upgrade the electrical system, replace the lift span gates, and add cameras to the facility in 2013.

S. Grenier stated that the replacement of light poles will occur this summer as well.

G. Pahl asked if the bridge had problems opening and closing.

S. Grenier stated no. The Nitschke Bridge (Main Street) was recently repaired to correct this problem.

L. Conard stated that the Transportation Subcommittee (Technical Advisory Committee) of the Brown County Planning Commission Board of Directors has reviewed the amendment and has made a recommendation for approval.

A motion was made by G. Pahl, seconded by A. Gauthier, to approve the major amendment to the 2013-2017 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area. Motion carried.

7. Discussion and action regarding the Village of Howard's application for Turning Brown County Green Brownfield Assessment funds.

A. Schuette stated that the Village of Howard has submitted an application for funds through the Turning Brown County Green Brownfield Assessment Grant Program to perform additional environmental site assessments on a parcel planned for redevelopment. Approximately \$50,000 of the initial \$400,000 remains in the fund. The subject property includes the now village-owned building at 2014 Glendale Avenue in the Village of Howard. The subject property was historically used for the recycling of vehicle engine cores and the building is now vacant.

The Village of Howard is actively considering redeveloping the site for a mixed-use residential and commercial development.

The additional environmental site assessment is a necessary step prior to preparing the site for non-industrial development.

Should the BCPC Board of Directors approve the proposed funding, Brown County's consultant for the brownfield funds, AECOM, will submit to the EPA and WDNR a site-specific eligibility determination request to ensure the site meets program requirements.

P. Blindauer asked Mr. Bob Mottl (AECOM) if there was a tank on-site as it relates to the opportunity to seek other/additional sources of funding.

B. Mottl replied that they do not believe so.

Discussion occurred regarding former uses of the site. It was believed to have been a sauerkraut and pickle factory.

A motion was made by D. Wiese, seconded by R. DeGrand, to approve the Village of Howard's application for Turning Brown County Green Brownfield Assessment funds. Motion carried.

8. Discussion and action regarding proposed 2010 Adjusted Urbanized Area Boundary and 2045 Metropolitan Planning Area Boundary.

C. Runge stated that MPO staff has worked with representatives of the Wisconsin Department of Transportation's Northeast Region Office and Central Office to develop proposals for a 2010 Adjusted Urbanized Area Boundary and 2045 Metropolitan Planning Area Boundary. The Transportation Subcommittee (Technical Advisory Committee) has recommended approval.

2010 Adjusted Urbanized Area Boundary. This boundary includes the US Census Bureau's newly defined urban area and land adjacent to this area that is included to produce a "smooth" boundary. The inclusion of these adjacent areas is what creates the *Adjusted Urbanized Area Boundary*.

C. Runge summarized areas that have been added:

1. An area in Oconto County along US 41 which was identified by the Census Bureau as part of the urban area and cannot be changed.
2. Areas in the villages of Howard and Hobart were added to reflect the STH 29 freeway conversion project and the Centennial Centre development in Hobart.
3. An area in the town of Lawrence to include a subdivision that was identified as urban by the Census Bureau.
4. The area south to Old Martin Road in the town of Rockland to reflect existing and planned urbanization in this area.
5. The I-43/CTH MM interchange area in Ledgeview to reflect plans for a business park at this location and the planned extension of STH 29 to Cottage Road.
6. An area following CTH A to the northeast which was identified by the Census Bureau as part of the urban area and cannot be changed.

2045 Metropolitan Planning Area Boundary. A 2045 boundary is being identified to be consistent with the future year component of WisDOT's transportation demand model.

(Note: The Adjusted Urbanized Area Boundary and Metropolitan Planning Area Boundary appear on the planning department's webpage. Go to <http://www.co.brown.wi.us/> and click on departments, planning, transportation, and scroll down to Transportation Planning Work Program for the Green Bay MPO)

A motion was made by B. Erickson, seconded by D. Wiese, to approve the Adjusted 2010 Urbanized Area Boundary and 2045 Metropolitan Planning Area Boundary. Motion carried.

9. Discussion regarding the Brown County Shoreland Zone and Environmentally Sensitive Area Best Practices Report.

A. Schuette provided an overview of the project via PowerPoint presentation.

A. Schuette stated that the PD&T Committee requested increased public information about shoreland zoning and that the BCPC staff saw an opportunity to also increase public awareness about revised ESA standards.

Staff applied for and received a competitive \$30,000 Wisconsin Coastal Management Grant to help offset the cost of the project

The report:

1. Provides background on legal underpinnings of shoreland zoning and ESAs.
2. Informs the reader about why protecting ESAs is required.
3. Summarized proposed new state shoreland regulations.
4. Includes best practices summary and sample developments.

Commission member P. Hilgenberg expressed appreciation for the report.

10. Brown County Sewage Plan update timeline.

P. Schleinz provided an overview via PowerPoint.

Brown County received a \$10,000 water quality grant to offset the cost of the project. The project began in early 2013 and is projected to be completed in the fall of 2013.

The following will be addressed in the plan:

Sewer Service Areas

- Improved criteria for topics the plan covers.
- Develop understandable format for expanding SSA acreage.
- Work with municipalities to establish expanded SSA upfront to minimize amendments later.
- Synchronize SSA and ESA amendment procedures.

Environmentally Sensitive Areas

- New ESA requirements were updated using a committee of the BCPC Board in 2011.
- Changes were approved by the WDNR in 2011.
- Changes were implemented in the Brown County Land Division and Subdivision Ordinance and some local ordinances.

P. Blindauer asked if local smart growth plans will be incorporated into the process.

P. Schleinz stated that they would.

A motion was made by B. Clancy, seconded by D. Robinson, to receive and place on file. Motion carried.

11. Brown County Comprehensive Plan update timeline.

A. Schuette reminded the commission that the county is approaching its 10-year anniversary of the adoption of the comprehensive plan and that Wisconsin statutes require an update every ten years.

The process to update the comprehensive plan will begin this year with an anticipated adoption by the Brown County Board of Supervisors in late 2014.

D. Robinson stated that the De Pere plan update included a bicycle and pedestrian chapter.

A motion was made by A. Gauthier, seconded by R. DeGrand, to receive and place on file. Motion carried.

12. Update regarding Brown County Farm property.

C. Lamine stated that 8 of the approximately 175 developable acres have been sold to the Cardinal Capital group for a veterans housing project. If the WEDA tax credits are approved, the sale will be completed.

C. Lamine stated that staff is very close to completing the feasibility analysis for the balance of the county farm property.

13. Director's report.

- a. Letters of appointment to the Brown County Planning Commission Board of Directors.

C. Lamine thanked G. Pahl and J. Vandersteen for serving on the commission.

14. Brown County Planning Commission staff updates on work activities during the months of November 2012, December 2012, January 2013, and February 2013.

A. Gauthier asked P. Schleinz for clarification about a village of Bellevue ESA amendment to redefine a floodway boundary and restore a waterway.

P. Schleinz stated a change in ownership delayed the project from becoming final until recently.

D. Robinson asked for a copy of the Green Saturday report (Green Bay Metro's free ride Saturday program) from L. Conard.

L. Conard stated the report is posted on the Brown County Planning Commission website and that she would send D. Robinson the link.

A motion was made by B. Erickson, seconded by G. Pahl, to receive and place on file the Brown County Planning Commission staff updates on work activities during the months of November 2012, December 2012, January 2013, and February 2013. Motion carried.

15. Other matters.

None.

16. Adjourn.

A motion was made by J. Vandersteen seconded by G. Pahl, to adjourn. Motion carried. The meeting adjourned at 7:45 p.m.

MINUTES
BROWN COUNTY PLANNING COMMISSION BOARD OF DIRECTORS
TRANSPORTATION SUBCOMMITTEE
Monday, August 13, 2012
Green Bay Metro Transportation Center
901 University Avenue
Green Bay, Wisconsin
10:00 a.m.

ROLL CALL:

(Voting)

Jeff Agee-Aguayo	_____	Tom Klimek	_____X
Bill Balke (Vice-Chair)	_____	Randy Loberger *	_____X
Craig Berndt	_____X	Doug Martin	_____X
Geoff Farr	_____X	Tom Miller	_____
Mike Finn	_____	Rebecca Nyberg	_____X
Paul Fontecchio	_____X	Eric Rakers	_____X
Steve Grenier	_____X	Derek Weyer	_____
Ed Kazik	_____X	Tom Wittig	_____

(Non-voting)

Alexis Kuklenski (FHWA – Madison)	_____X
Urvashi Martin (WisDOT – Madison)	_____
Chris Bertch (FTA Region 5)	_____

Others Present: Lisa J. Conard, * Todd Every for Randy Loberger, and Cole Runge.

ORDER OF BUSINESS:

C. Runge called the meeting to order at 10:00 a.m.

1. Approval of the August 29, 2011, Transportation Subcommittee meeting minutes.

A motion was made by S. Grenier, seconded by D. Martin, to approve the August 29, 2011, Transportation Subcommittee meeting minutes. Motion carried.

2. Election of a Subcommittee Chair and Vice-Chair.

E. Kazik nominated D. Martin as Chair and nominations were closed. All voted Aye.

D. Martin nominated B. Balke as Vice-Chair and nominations were closed. All voted Aye.

Chair D. Martin took over the meeting.

3. Recommendation to the BCPC Board of Directors regarding the 2013 Transportation Planning Work Program.

In addition to normal work program tasks, C. Runge reviewed the following (text direct from work program):

Development of the 2015 MPO Long-Range Transportation Plan

MPO staff will begin the process of developing the next major Long-Range Transportation Plan that must be adopted by November of 2015. Some of the tasks that are expected to occur in 2013 include data collection for the plan's Existing Conditions section, the completion of a base year (2010) regional traffic model, and the development of draft Goals and Objectives. A tentative schedule for this planning process is shown in Appendix 6.

2014-2018 Transit Development Plan (TDP)

MPO staff will work with Green Bay Metro representatives to form an advisory committee, collect data, and develop a new TDP that addresses existing route deficiencies, paratransit service options, possible new service options, and other transit issues. The 2014-2018 TDP will also have a long-range element that addresses how transit can become the mode of choice for people who do not rely on the bus as their primary mode of transportation.

Coordinated Public Transit - Human Services Transportation Plan

MPO staff will prepare a full update of the existing plan with the cooperation of many public and private sector transportation providers and client representatives.

Environmental Impact Statement for Transportation Improvements in the Southern Portion of the Green Bay Metropolitan Area (Non-MPO Activity)

In 2012, MPO staff continued to develop an EIS to identify a preferred method of handling projected transportation demand in the southern portion of the Green Bay Metropolitan Area. Some of the work completed in 2012 included writing the first draft of an IAJR and submitting it to FHWA for review, completing a full draft of the EIS and submitting it to WisDOT and FHWA for review, facilitating lead agencies meetings with representatives of WisDOT and FHWA, and providing several project status reports to the BCPC Board of Directors, participating communities, and other organizations. In 2013, MPO staff will continue to work with WisDOT, FHWA, the project's cooperating and participating agencies, the EIS Stakeholder Committee, and the public to develop the Final EIS and receive a Record of Decision (ROD) for the project.

E. Rakers asked about the following statement:

"Staff researched red light cameras and their use in US cities to determine if they can and should be used in the Green Bay MPO area to reduce the frequency and severity of crashes and injuries."

E. Rakers asked that this information be disseminated to members of the subcommittee.

C. Runge agreed.

A. Kuklenski stated that a 2013 task will be to collect and share all data related to performance measures.

A. Kuklenski stated that the 2013 program will be approved under SAFETEA-LU and implemented under Moving Ahead for Progress for the 21st Century (MAP-21) and that the 2013 Work Program should note this.

C. Runge stated that staff is looking for a recommendation to the BCPC Board of Directors for approval of the 2013 Transportation Planning Work Program.

A motion was made by E. Rakers, seconded by S. Grenier, to recommend approval of the 2013 Transportation Planning Work Program with the suggested modifications. Motion carried.

4. Recommendation to the BCPC Board of Directors regarding the 2013-2017 Transportation Improvement Program for the Green Bay Urbanized Area.

L. Conard stated the Transportation Improvement Program (TIP) contains a five-year program of highway, transit, elderly and disabled, and alternative transportation improvement projects that have been awarded or are eligible for federal funds. There are numerous transportation-related federal funding sources identified for projects proposed in the draft TIP.

L. Conard noted that the MPO has been operating under the federal transportation law known as SAFETEA-LU since 2005. Congress recently passed and the president signed a new federal transportation law, MAP-21.

<p>SAFETEA-LU* Federal Transportation Law</p> <p>Safe Accountable Flexible Efficient Transportation Equity Act - a Legacy for Users</p> <p><small>*expired on September 30th, 2009; nine continuations thru September 30th, 2012</small></p>	<p>MAP-21* Federal Transportation Law</p> <p>Moving Ahead for Progress - for the 21st Century</p> <p><small>*begins on October 1, 2012 (two-year term)</small></p>
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L. Conard noted that there will be changes in federal program names and funding levels beginning in 2013.

L. Conard stated that the TIP has included, and in some cases currently includes, projects such as the US 41 expansion, Military Avenue, Green Bay Metro buses and operating assistance, specialized vehicles for the Red Cross transportation program, and facilities such as the original Fox River Trail and subsequent trail improvements.

L. Conard stated that the Brown County Planning Commission, acting as the MPO Policy Board, has recommended the approval of the following projects since 2009:

BCPC Board of Directors approval of STP-Urban Funds	
<p><u>Humboldt Road – Bascom Way to Spartan Rd - reconstruction with bike lanes & sidewalk</u> Project Cost: \$2,208,000 Eligible Funding: \$1,766,400 (80%) Approved Funding: \$1,434,894 (65%)</p>	<p><u>Greene Avenue – Libal St to East River Dr - reconstruction with bike lanes & sidewalk on the south side of the street</u> Project Cost: \$381,850 Eligible Funding: \$305,480 (80%) Approved Funding: \$305,480 (80%)</p>
<p><u>Pilgrim Way – Ashland Av to Holmgren Way - reconstruction</u> Project Cost: \$1,740,000 Eligible Funding: \$1,392,000 (80%) Approved Funding: \$1,130,653 (65%)</p>	<p><u>Allard Street – Grant St to Reid St - mill & resurface with sidewalks present</u> Project Cost: \$116,000 Eligible Funding: \$92,800 (80%) Approved Funding: \$92,800 (80%)</p>
<p><u>Gray Street – Dousman St to Velp Av - reconstruction with shared outside lane with sidewalks present</u> Project Cost: \$2,062,500 Eligible Funding: \$1,650,000 (80%) Approved Funding: \$1,650,000 (80%)</p>	<p><u>Mather Street – Vroman St to Roy Av - reconstruction with wide outside lane with sidewalks present</u> Project Cost: \$615,000 Eligible Funding: \$492,000 (80%) Approved Funding: \$492,000 (80%)</p>

A. Kuklenski asked for an explanation of how the TIP projects are selected, ranked, and approved.

L. Conard referred to the following slide:

Surface Transportation Program – Urban (STP-U)

- Federal funding allocated to Urbanized Areas based on a population formula
- Metropolitan Planning Organization (MPO) decides which projects to fund
- Variety of transportation projects eligible
- MPO staff works with local public works staff to identify projects
- Process of ranking projects
- Normally a two-year funding cycle

L. Conard stated that the MPO's criteria for ranking projects include consistency with other transportation plans, volume to capacity ratios, pavement condition, utility replacement schedule, number of years a project appears in the TIP, and consideration of multi-modal transportation, among others. In addition to the criteria, all projects must comply with the state's complete streets law.

C. Runge stated that the criteria for ranking STP-U projects are located on page 15 of the draft TIP. The Transportation Subcommittee was helpful in putting together this prioritization process and the Brown County Planning Commission approved it a number of years ago.

L. Conard reviewed a typical TIP process:

TIP Process

1. Staff collects project information from area agencies and jurisdictions and writes the draft document.
2. 30-day Public Review – July 18th – August 17th
3. Overview of TIP and Public Hearing – August 1st
4. Environmental Consultation with Resource Agencies – August 13th
5. BCPC Transportation Subcommittee – August 13th
6. BCPC Board of Directors endorsement – September 5th
7. Demonstration of Fiscal Constraint to WisDOT, FTA, & FHWA
8. Approval by WisDOT – late fall/early winter
9. Incorporation into the STIP – publication in early 2013

L. Conard stated that the environmental consultation was held earlier today and a number of resource agencies were invited. Invited agencies include the US Army Corps of Engineers, US Fish and Wildlife Service, US EPA, Wisconsin DNR, US Park Service, Wisconsin DATCP, Wisconsin Historical Society, and the Oneida Tribe.

L. Conard stated that a public hearing was held before the BCPC Board of Directors (MPO Policy Board) the evening of August 1, 2012, and a 30-day public review period began on July 18, 2012. Staff has received technical comments from WisDOT and FHWA staff.

L. Conard stated that staff is looking for a recommendation to the BCPC Board of Directors for approval of the 2013-2017 TIP.

A motion was made by T. Klimek, seconded by E. Kazik, to recommend approval to the BCPC Board of Directors regarding the 2013-2017 Transportation Improvement Program for the Green Bay Urbanized Area. Motion carried.

5. Presentation about the Green Bay Urbanized Area's recent designation as a Transportation Management Area (TMA).

C. Runge introduced Alexis Kuklenski from the Federal Highway Administration (FHWA). A. Kuklenski provided a presentation via PowerPoint.

A. Kuklenski defined a MPO and stated that when a MPO reaches 200,000 population, a MPO becomes a Transportation Management Area (TMA). The MPO staff continues to follow MPO rules and new requirements are added. In July 2012, the Green Bay MPO became a TMA with publication in the Federal Register. After this date, the MPO has 12 to 18 months to transition to a TMA. "Perfection" is not expected, but "good faith" efforts to meet TMA requirements are expected. The Green Bay MPO will be expected to be in compliance by 2014.

R. Nyberg asked about the 200,000 census boundary.

A. Kuklenski stated that it was not Green Bay or Brown County but the area of urbanization as defined by the U. S. Census.

C. Runge stated the 2000 Urban Area Boundary is on page five of the 2013 Work Program. Staff is currently working with WisDOT and FHWA on establishing a 2010 boundary.

A. Kuklenski reviewed the following:

The Planning Process in a TMA must:

- Be based on a continuing and comprehensive planning process carried out by the MPO in cooperation with the state and transit operators.
- Include a congestion management process (CMP) providing for effective management of new and existing transportation facilities.
- Select all federally funded projects (except those on the National Highway System or under the bridge replacement and Interstate maintenance programs) in consultation with the state and any affected public transit operator.
- Receive a proportional share of the funds distributed under 23 U.S.C. 133(d)(3)(A)(i) and 49 USC 5307 funds, based on population.
- Be certified by the US Secretary of Transportation at least once every four years (currently the MPO self-certifies via the Work Program and TIP resolution).

TMA/MPO Policy Board must include:

- Locally elected officials.
- Officials of major public providers of transportation.
- State transportation officials.

TMA Certification Reviews consist of:

- Desk audits
 - Federal team reviews planning documents and responses to written questions prior to on-site visit.
- On-site visit
 - Face-to-face discussions with MPO, State DOT and transit agency staffs.
 - Interviews with local officials, MPO Board members, others.
- Required meeting for public input
 - Can be handled in a variety of ways.

A. Kuklenski stated that this is a major undertaking for staff at FHWA and the MPO. FHWA recently completed the desk review of SEWRPC (TMA agency for Milwaukee) and developed 16 pages of questions for MPO staff to answer.

C. Runge asked if MPO staff's TMA certification work should be a 2014 Work Program item.

A. Kuklenski stated yes.

C. Runge asked if the Transportation Enhancement Program (Transportation Alternatives under MAP-21) will have a set-aside for TMAs.

A. Kuklenski stated yes, but states will have jurisdiction.

6. Any other matters.

None.

7. Adjourn.

D. Martin closed the meeting at 10:47 a.m.

(DRAFT) MINUTES
BROWN COUNTY PLANNING COMMISSION BOARD OF DIRECTORS
TRANSPORTATION SUBCOMMITTEE
Monday, February 25, 2013
Green Bay Metro Transportation Center
901 University Avenue
Green Bay, Wisconsin
10:00 a.m.

ROLL CALL:

(Voting)

Jeff Agee-Aguayo		Tom Klimek	
Bill Balke (Vice-Chair)	<u>X</u>	Randy Loberger*	<u>X</u>
Craig Berndt	<u>X</u>	Doug Martin (Chair)	<u>X</u>
Geoff Farr	<u>X</u>	Tom Miller	
Mike Finn		Rebecca Nyberg	<u>Exc</u>
Paul Fontecchio	<u>X</u>	Eric Rakers	<u>X</u>
Steve Grenier	<u>X</u>	Derek Weyer	<u>X</u>
Ed Kazik		Tom Wittig	<u>X</u>

(Non-voting)

Chris Bertch (FTA Region 5))	
Alexis Kuklenski (FHWA – Madison)	<u>Exc</u>
Susan Morrison (WisDOT – Madison)	

Others Present: Lisa J. Conard, * Todd Every for Randy Loberger, and Cole Runge.

ORDER OF BUSINESS:

D. Martin called the meeting to order at 10:00 a.m.

ORDER OF BUSINESS:

1. Approval of the August 13, 2012, Transportation Subcommittee meeting minutes.

A motion was made by S. Grenier, seconded by T. Every, to approve the August 13, 2012, Transportation Subcommittee meeting minutes. Motion carried.

2. Recommendation to the BCPC Board of Directors regarding an Adjusted 2010 Urbanized Area Boundary and a 2045 Metropolitan Planning Area Boundary.

C. Runge stated that MPO staff has worked with representatives of the Wisconsin Department of Transportation's Northeast Region Office and Central Office to develop proposals for a 2010 Adjusted Urbanized Area Boundary and 2045 Metropolitan Planning Area Boundary.

2010 Adjusted Urbanized Area Boundary. This boundary includes the US Census Bureau's newly defined urban area and land adjacent to this area that is included to

produce a “smooth” boundary. The inclusion of these adjacent areas is what creates the *Adjusted* Urbanized Area Boundary.

C. Runge summarized areas that have been added:

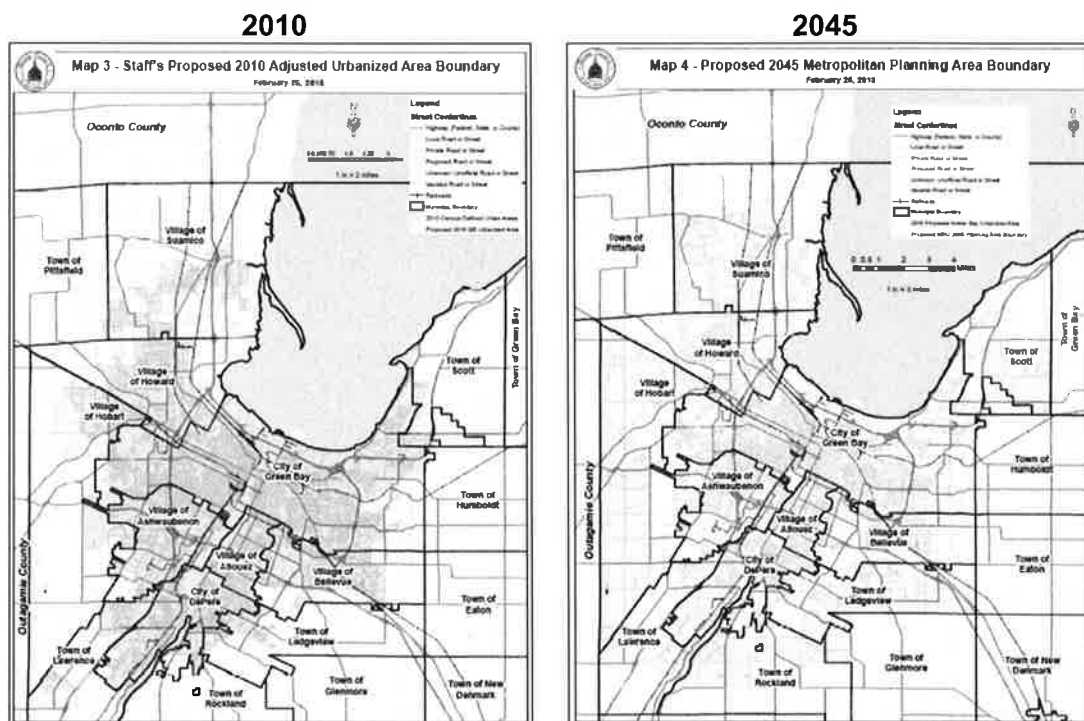
1. An area in Oconto County along US 41 which was identified by the Census Bureau as part of the urban area and cannot be changed.
2. Areas in the villages of Howard and Hobart were added to reflect the STH 29 freeway conversion project and the Centennial Centre development in Hobart.
3. An area in the town of Lawrence to include a subdivision that was identified as urban by the Census Bureau.
4. The area south to Old Martin Road in the town of Rockland to reflect existing and planned urbanization in this area.
5. The I-43/CTH MM interchange area in Ledgeview to reflect plans for a business park at this location.
6. An area following CTH A to the northeast which was identified by the Census Bureau as part of the urban area and cannot be changed.

B. Balke asked about the village of Bellevue.

C. Runge stated all of Bellevue is included in the 2010 adjusted boundary.

2045 Metropolitan Planning Area Boundary. A 2045 boundary is being identified to be consistent with the future year component of WisDOT’s transportation demand model.

The Adjusted Urbanized Area Boundary and Metropolitan Planning Area Boundary proposals are as follows:



A motion was made by C. Berndt, seconded by G. Farr, to recommend approval to the BCPC Board of Directors regarding an Adjusted 2010 Urbanized Area Boundary and 2045 Metropolitan Planning Area Boundary. Motion carried.

3. Discussion of an update to the Urbanized Area's Functional Classification System.

C. Runge stated that MPO staff recently completed a comprehensive functional classification assessment and is proposing 33 changes to the system. WisDOT Northeast Region staff has reviewed the proposed changes and agrees with them. The next step is to forward the proposed changes to WisDOT's Central Office for comment.

B. Balke asked what criteria are used to determine functional classification.

C. Runge stated that WisDOT has developed guidelines that are used to determine functional classification. These include Average Daily Traffic (ADT) volumes, land use service, system continuity, and other criteria.

B. Balke asked about future streets.

C. Runge stated that if a road is planned within the next 10 years and will likely function as a collector or above, the facility was recommended to be added at this time as a planned facility.

C. Runge stated that he will send a map that shows MPO staff's recommended system changes to the Transportation Subcommittee members for their review and comment prior to sending the map to WisDOT's Central Office in Madison.

4. Recommendation to the BCPC Board of Directors regarding a major amendment to the 2013-2017 Transportation Improvement Program (TIP) for the Green Bay Urbanized Area.

L. Conard stated that the Wisconsin Department of Transportation requested an amendment to the current TIP. The project that is proposed to be added to the TIP requires a major amendment. A 15-day public review and comment period and a public hearing are required. The hearing will be held on March 6, 2013, before the Brown County Planning Commission Board of Directors (MPO Policy Board). L. Conard provided project detail as follows:

Major Amendment #1 to the 2013-2017 Transportation Improvement Program for the Green Bay Urbanized Area by the Brown County Planning Commission					
Project Sponsor	Project Description	September 2013 – September 2014			
		Federal	State	Local	Total
WisDOT	STH 54 (Mason Street) Mason Street Bridge/Tillemann Bridge Feasibility Study The Wisconsin Department of Transportation (WisDOT) plans to hire a consultant to conduct a study to determine the useful life of the facility and to calculate reconstruction costs if necessary. The project termini are approximately Ashland Avenue and Monroe Avenue State ID: 9210-15-00 0.97 miles P				
158-13-020		\$440,000	\$110,000	0	\$550,000

* The project is fiscally constrained and, if approved, will be added to the TIP fiscal constraint demonstration document.

A motion was made by S. Grenier, seconded by E. Rakers, to recommend approval to the BCPC Board of Directors regarding the major amendment to the 2013-2017

Transportation Improvement Program (TIP) for the Green Bay Urbanized Area.
Motion carried.

5. Discussion of changes to the TIP development process.

C. Runge noted that with the passage of Moving Ahead for Progress in the 21st Century (MAP-21), WisDOT has informed staff that prioritizing STP-Urban eligible projects based on an individual jurisdiction's "share" of the area-wide allocation is no longer allowed. This will allow the technical advisory committee and policy board to develop a priority project list without having to consider each jurisdiction's STP-Urban funding balance.

C. Runge stated that WisDOT will be hosting a meeting on May 1, 2013, to discuss funding for and changes to the state's local transportation program.

D. Weyer stated that the Northeast Region will be hosting the meeting. The agenda is currently being developed and will be sent to MPO staff as well as public works directors and other community representatives.

6. Any other matters.

B. Balke asked C. Runge for an update on the 2013 work program.

C. Runge provided a summary of the projects that MPO staff is working on.

B. Balke asked if C. Runge would be completing a crash study in 2013.

C. Runge stated that it is not included in the 2013 work program but a condensed version could be added if the subcommittee thought it necessary for 2013.

C. Runge stated that staff has prepared the report on a regular basis but has not done so in a couple of years. Typically, three years of data are used. A complete 2012 dataset will not be available until well into 2013, so a 2010 through 2012 study could be completed in 2014.

The subcommittee agreed that this could be a work program item for 2014.

7. Adjourn.

D. Martin adjourned the meeting at 10:29 a.m.

Marine Shale Processors Site PRP Group

9828 Louisiana Hwy 182 East, Amelia, Louisiana

Louisiana Department of Environmental Quality AI No. 5414

FOR SETTLEMENT PURPOSES ONLY - TIME SENSITIVE MATERIAL OFFER OF SETTLEMENT AND GENERAL RELEASE

TO: Marine Shale Processors Site Potentially Responsible Parties ("PRPs")

FROM: Marine Shale Processors Site PRP Group ("MSP Site PRP Group")

RE: Offer of Early "De Minimis" Settlement

DATE: March 1, 2013

Greetings and Please Take Notice:

This memo is to provide NOTICE to you of a demand by the United States Environmental Protection Agency ("USEPA") and the Louisiana Department of Environmental Quality ("LDEQ") for remediation of the Marine Shale Processors Site located in Amelia, Louisiana ("Site") and the on-going efforts of the MSP Site PRP Group to resolve the matter with the State of Louisiana and to inform you of the opportunity to enter into a "de minimis cash-out settlement" described below. This matter arises under the strict, retroactive, joint and several liability provisions of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq. and Louisiana Revised Statutes 30:2271, et seq. **This letter shall be considered a demand letter sent pursuant to Louisiana Revised Statutes 30:2276(G).**

Attached to this cover memorandum is a Settlement Agreement (Attachment A) that reviews some of the relevant history and status of this matter. As a potentially responsible party ("PRP") at the Site, you are encouraged to review the enclosed materials.

The current goals of the MSP Site PRP Group include:

- Conducting a Remedial Investigation ("RI") and Corrective Action Study ("CAS") at the request of LDEQ;
- Developing a cost-effective remedial action program acceptable to the LDEQ;
- Taking necessary measures to raise funds from all the PRPs, based upon documentary evidence in the form of hazardous waste manifests, sufficient to fund the implementation of a cost-effective and final remedial action program at the Site;

- Entering into an agreement with the LDEQ that provides an appropriate Covenant Not to Sue and Contribution Protection to the participating PRPs; and
- Reaching a settlement with “de minimis” PRPs that allows them to exit the case and thereby avoid the costs associated with investigation, negotiation, and litigation, and all other expenses relating to the resolution of liability associated with the Site, in exchange for a cash payment to the MSP Site PRP Group.

THIS MEMORANDUM REQUESTS ACTION ON YOUR PART

The USEPA and the LDEQ have issued demand letters to forty-six (46) entities who allegedly arranged for the treatment, storage, or disposal of waste at the Site, advising them that they should enter into an agreement to undertake a remedial investigation and corrective action study and remedial action. The basis of the demand letters is the strict, retroactive, joint and several liability provisions of CERCLA and Louisiana Revised Statutes 30:2271, et seq. In response to the demand letters, seventeen (17) entities formed the MSP Site PRP Group to address the demands of the USEPA and the LDEQ so as to avoid unnecessary and costly litigation to bring closure to this Site. The members of the MSP Site PRP Group are listed in Attachment B.

As a result of the on-going effort by the MSP Site PRP Group, a Cooperative Agreement for Site Investigation and Remediation, dated March 18, 2009, was entered into with LDEQ. The agreement requires the MSP Site PRP Group to conduct a remedial investigation and corrective action study. The MSP Site PRP Group has retained consultants to carry out necessary actions to proceed with the remedial investigation and corrective action study. The agreement also allows for the possibility of interim remedial measures. As such, the MSP Site PRP Group has incurred significant costs in the investigation of the Site, as well as in negotiations with state and federal officials. A copy of the Cooperative Agreement for Site Investigation and Remediation entered into with LDEQ may be accessed at the MSP web site maintained by its Administrative Coordinator, TLI Solutions, Inc., at www.tlisolutions.com/MSP

The MSP Site PRP Group has determined that you are eligible for an early “de minimis cash-out settlement” that provides you with the opportunity to contribute a small amount to the investigation and remediation of the Site in exchange for a general release and avoidance of any further involvement in the Site. The determination to provide you with an early “de minimis cash-out” settlement opportunity is based upon waste manifest documents that reflect that you were a generator of a relatively small amount of waste that was disposed at the Site. This is the first round of de minimis cash-out settlement opportunities that have been offered by the MSP Site PRP Group to those generators who contributed waste to the Site in a volume range within 1,001 to 5,000 tons. **The de minimis cash-out settlement amount is \$8,000.00.** Enclosed with this memorandum you will find:

- (i) A Settlement Agreement (Attachment A);
- (ii) A list of the members of the MSP Site PRP Group (Attachment B);

- (iii) A document setting forth waste manifest information that establishes your "nexus" to the Site (Attachment C);
- (iv) An invoice with regard to the de minimis monetary payment that must be made by you to receive the liability protection (Attachment D); and
- (v) A General Release (Attachment E).

WHAT YOU ARE REQUESTED TO DO

You are advised to review the enclosed documents. You may also wish to go to the LDEQ website (www.deq.louisiana.gov) and access the Electronic Document Management System (EDMS) to search for information on the Site (AI No. 5414). If you have any questions regarding this notification, please contact Sabine Fischer Warren at TLI Solutions, Inc., phone number 703-818-3250, or email at swarren@tlisolutions.com.

Because this early "de minimis cash-out" settlement opportunity is for such a small payment, the MSP Site PRP Group will not negotiate the amount of the required payment. The decision to accept this "de minimis cash-out" settlement opportunity or to remain a nonparticipating PRP is solely up to you. **This will be your only opportunity to take advantage of an early "cash-out" and avoid further involvement in this matter and associated costs. The MSP Site PRP Group requests that you inform us of your decision by no later than April 30, 2013. If you have not properly accepted this offer at that time, this de minimis cash-out settlement offer shall be automatically withdrawn, void, and of no further effect.**

To take advantage of this "de minimis cash-out" settlement opportunity, you must do the following:

1. You must enter your name and Taxpayer Identification Number (TIN), sign, date, and have your signature notarized at the end of the Settlement Agreement (Attachment A). Upon your proper execution and delivery to the MSP Site PRP Group of the completed Settlement Agreement, coupled with your payment of the de minimis cash-out settlement amount, the General Release (Attachment E), signed by the Chairman of the MSP Site PRP Group, will be delivered to you. The Settlement Agreement becomes binding upon the MSP Site PRP Group's receipt from you of the properly executed Settlement Agreement and de minimis cash-out settlement payment.
2. Please make the de minimis cash-out settlement payment per the enclosed invoice (Attachment D). Please fill in the proper return address for the General Release.

PLEASE MAIL THE PROPERLY EXECUTED SETTLEMENT AGREEMENT (original and 1 copy), THE COMPLETED INVOICE, AND THE DE MINIMIS CASH-OUT SETTLEMENT PAYMENT (check made payable to **KEAN MILLER TRUST ACCOUNT**) TO:

Marine Shale Processors Site PRP Group
Attn: Sabine Fischer Warren
TLI Solutions Inc.
14500 Avion Parkway, Suite 301
Chantilly, VA 20151

The MSP Site PRP Group intends to retain the original Settlement Agreements. Once your check has cleared, the General Release will be signed and mailed to you together with a copy of the countersigned Agreement. If you do not receive the General Release and countersigned Agreement within 10 business days of sending in your properly executed Settlement Agreement and payment, please call the above contact, Sabine Fischer Warren, at 703-818-3250, or via e-mail at swarren@tlisolutions.com, and advise that documents have not yet been received, and they will be mailed to you.

We have advised the LDEQ of this de minimis settlement process. If you decide to participate in this de minimis cash-out settlement opportunity, you will not hear from the MSP Site PRP Group again, other than receiving the General Release.

To avoid any confusion, you are being asked to do 4 things:

1. **Read this memo and the enclosures;**
2. **Execute the Settlement Agreement (if you choose to participate);**
3. **Issue a check in the amount of \$8,000.00 and fill in your company address on the invoice; and**
4. **Mail the properly executed Settlement Agreement (original and one copy), the completed invoice, and the payment to the address set forth above.**

Thank you for your prompt attention to this matter.

Enclosures: Attachment A - Settlement Agreement
Attachment B - PRP Group Member List
Attachment C - Waste Manifest Information
Attachment D - Invoice with amount of payment due
Attachment E - General Release

Attachment A

Settlement Agreement

SETTLEMENT AGREEMENT

WHEREAS, the Marine Shale Processors Site (AI No. 5414) (the "Site") consists of approximately 48 acres and is located at 9828 Louisiana Highway 182 East approximately 1.5 miles west of Amelia, St. Mary Parish, Louisiana, and is bordered by Louisiana Highway 90 to the north, industrial properties to the northwest and to the southeast, and Bayou Boeuf to the southwest; and

WHEREAS, Marine Shale Processors, Inc. ("MSP") purchased the Site in 1984 and converted it into a waste processing and treatment facility for non-hazardous oil field wastes, but in 1985, MSP began to incinerate hazardous wastes, including a wide variety of organic and inorganic hazardous substances; and

WHEREAS, as many as 7,800 entities, including the signatories hereto, are alleged to have arranged for the treatment, storage, or disposal of hazardous substances and wastes at the Site, and the "nexus" of such entities with the Site is documented in hazardous waste manifest records in the possession of the Louisiana Department of Environmental Quality ("LDEQ") and/or the United States Environmental Protection Agency ("USEPA"); and

WHEREAS, MSP ceased operating the facility in 1996 but left behind storage tanks and bins containing incinerated waste residues and untreated waste, on-site stockpiles of incinerated waste and untreated waste, and fill material composed of incinerated waste material; and

WHEREAS, the USEPA and the LDEQ have issued demand letters to forty-six (46) entities who allegedly arranged for the treatment, storage, or disposal of waste at the Site, advising them that they should enter into an agreement to undertake a remedial investigation and corrective action study and remedial action at the Site, and providing such parties with information as to the other potentially responsible parties ("PRPs") with a "nexus" to the Site, including the signatories hereto; and

WHEREAS, seventeen (17) of the PRPs have entered into an agreement to (1) devote their resources to efficiently address any claims that may be asserted by the United States, the State of Louisiana, or other parties in connection with the Site, (2) allocate among themselves common legal, technical, administrative, and other costs incurred in connection with this matter, and (3) cooperate among themselves in this effort (the "Marine Shale Processors Site Joint Defense and PRP Agreement") and, pursuant thereto, have organized and constitute themselves when acting collectively under the terms of Marine Shale Processors Site Joint Defense and PRP Agreement as the "MSP Site PRP Group"; and

WHEREAS, the MSP Site PRP Group has established committees in an effort to, *inter alia*, coordinate, negotiate, and manage the investigation and remedial actions at the Site and seeks to try to avoid the costs of litigation with the LDEQ and USEPA, as well as litigation by and amongst the PRPs in related contribution actions; and

WHEREAS, the MSP Site PRP Group has retained consultants to carry out necessary actions to proceed with the remedial investigation and corrective action study, as well as other activities that may be approved by the MSP Site PRP Group; and

WHEREAS, in accordance with the Cooperative Agreement for Site Investigation and Remediation executed by the MSP Site PRP Group and the LDEQ, a remedial investigation and corrective action study are being conducted at the Site in accordance with applicable statutory and regulatory requirements; and

WHEREAS, the MSP Site PRP Group has reviewed the "waste-in" volumetric quantity information provided by the United States Department of Justice which was prepared from hazardous waste manifest documents and has determined that approximately 2,150 PRPs should be afforded the early opportunity, based upon the relatively small volume of wastes they shipped to the Site, to "cash-out" in this matter at a "de minimis" payment amount, and thereby avoid transaction or litigation expenses; and

WHEREAS, the MSP Site PRP Group has considered the matter, has determined that the cash-out amounts represent a reasonable contribution by the de minimis cash-out parties for their fair share of costs incurred and to be incurred by the MSP Site PRP Group, and has voted to approve a "cash-out" settlement to be offered to the PRPs, and to so advise the State of Louisiana of such settlement effort; and

WHEREAS, the MSP Site PRP Group has and will continue to incur significant costs in the investigation of the Site, as well as in negotiations with state and federal officials, etc.; and

WHEREAS, the PRPs to whom an early "cash-out" opportunity is being extended are not members of the MSP Site PRP Group, and have, to date, been able to avoid costs and expenses associated with the Site, and are not being asked to pay a "participation fee" to the MSP Site PRP Group or to accept any future liability risk associated with costs of the implementation of investigation and remediation activities at the Site; and

WHEREAS, the MSP Site PRP Group members have agreed to compromise, release, and waive any claims under state or federal laws that the MSP Site PRP Group and its members have, or may have, arising from the release or threat of release of hazardous substances at, on, or from the Site, against such of the PRPs that accept this early "de minimis" cash-out settlement opportunity.

NOW, THEREFORE, in consideration of the mutual promises, representations, and warranties contained herein, and for other good and valuable consideration, the MSP Site PRP Group and the undersigned "de minimis" party signatories (hereinafter, individually, "cash-out party" and collectively, "cash-out parties") agree as follows:

AGREEMENT

1. Each cash-out party shall pay the MSP Site PRP Group the amount of \$8,000.00. The payment shall be made no later than 5 business days after the cash-out party's execution of this Settlement Agreement. The payment shall be made payable to the KEAN MILLER TRUST ACCOUNT (Federal Tax ID Number 72-0376776).
2. Each cash-out party represents and warrants that it has no information in its possession or in the possession of any of its representatives or agents that reflects total shipments of waste by that cash-out party to the Site in excess of 5 tons. The MSP Site PRP Group relies upon such warranty and representation and reserves all of its rights to re-open this matter and pursue any and all claims against the cash-out party that it and its members may have in the event that such warranty and representation is not accurate. Each cash-out party also represents and warrants that it will not alter, destroy, or otherwise dispose of any records, documents, or other information that reflects shipments of waste by the cash-out party to the Site or the cash-out party's potential liability regarding the Site, and that it has not done so after receiving the settlement packet provided to cash-out parties.
3. Furthermore, in the event the MSP Site PRP Group obtains additional information that identifies total shipments of waste in excess of the above 5 tons by the cash-out party or a related entity, then this Agreement shall be modified accordingly to reflect any additional payment that may be required by the cash-out party, to receive the benefit of this Agreement.
4. The cash-out parties shall have no obligation to the MSP Site PRP Group to undertake or pay for any investigation or remediation of any kind, or for any other cost of response, past or present, at the Site.
5. The MSP Site PRP Group, upon the receipt of a cash-out party's properly executed Settlement Agreement and payment, shall execute and issue a general release to that cash-out party in the form set forth in Attachment E to the settlement packet provided to cash-out parties.
6. The MSP Site PRP Group shall advise the LDEQ of the payment by the cash-out party, will confirm that the payment is fair and reasonable, and, without warranty, will use its best efforts to have the cash-out party named as a participating PRP in any agreement or consent order with the LDEQ, so that the cash-out party shall be entitled to receive any and all liability protections afforded by such agreement or consent order.

7. Upon its execution by the MSP Site PRP Group and a cash-out party, this Settlement Agreement shall be a contract and may be enforced as such. Except to the extent necessary to seek a remedy for any breach of this Settlement Agreement, this Settlement Agreement is not and shall not be offered or deemed as an admission of-fact, law, or liability of any party. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of Louisiana and constitutes the entire agreement among the parties. This Settlement Agreement shall be binding on all signatories and their successors and assigns.
8. This Settlement Agreement may be executed in multiple counterparts, each of which may be deemed an original, but all of which shall be deemed one and the same Settlement Agreement.

Marine Shale Processors Site PRP Group

Jon Jewett
Chairman, Steering Committee

Date: _____

Cash-Out Party:

Company Name

By: _____
(Signature)

(print name)

Title: _____

Date: _____

TIN: _____

Thus sworn and signed before me on this the
____ day of _____, 2013.

NOTARY PUBLIC

My commission expires: _____

Attachment B

PRP Group Member List

1. Beazer East Inc.
2. Chemtron Corporation
3. Clean Harbors Environmental Services, Inc.
4. Environmental Enterprises, Inc.
5. Giant Resource Recovery-Attalla, Inc. (f/k/a M&M Chemical)
6. Hydrite Chemical Co.
7. International Paper Company
8. Lion Oil Company
9. Roy O. Martin Lumber Company, L.L.C.
10. Perma-Fix Environmental Services, Inc.
11. Pollution Control Industries, Inc.
12. Trelleborg Coated Systems US, Inc.
13. Romic Environmental Technologies Corp.
14. Solvents and Petroleum Service, Inc.
15. The Solvents Recovery Service of New Jersey, Inc.
16. 3M Company
17. Trinity Industries

Attachment C

The following Marine Shale Processors, Inc. ("MSP") Hazardous Waste Reports and Waste Manifest information were supplied by the U.S. Department of Justice, identifying **BROWN COUNTY** as a Potentially Responsible Party.

1986 – 1989: LDEQ Annual Hazardous Waste Report Information (Page Numbers)

1. MSP Waste Receipt Report

This Waste Receipt Report Summary is based upon the following records:

2. MSP Cover letter to LDEQ

MSP Cover Letter for MSP's Annual Hazardous Waste Reports to LDEQ.

3. LDEQ Transmittal Notice of MSP Facility Annual Hazardous Waste Report

4. LDEQ Facility Summary Annual Hazardous Waste Report

*Page(s) confirming **BROWN COUNTY** shipment(s) of waste to MSP.*

1992 - 1993: Manifest Number

Marine Shale Processors Inc. (MSP) Waste Receipt Report Summary

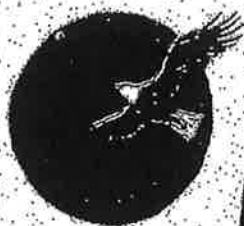
MSP Plant: Amelia, LA

Louisiana Department of Environmental Quality AI No. 5414

U.S.E.P.A. ID: LAD98105776

ManifestNumbers for BROWN COUNTY

Manifest #	Shipped Date	Year	Volume (TONS)
RCRA ID : WID981526767		BROWN COUNTY	
1 LAA3065736	5/12/1992	1992	0.875
2 LAA3145920	3/8/1993	1993	0.050
RCRA ID Total :			0.925
RCRA ID : WID982063950		BROWN COUNTY HIGHWAY	
3 Page: 2232		1988	0.250
4 Page: 1830		1989	0.251
RCRA ID Total :			0.501
GRAND TOTAL :			1.426



MSP

ENVIRONMENTALLY SAFE

May 23, 1989

HAND DELIVERED

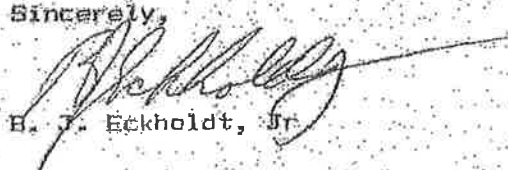
Ms. Carolyn Hartley
Louisiana Department of
Environmental Quality
Office of Solid & Hazardous Waste
Hazardous Waste Division
625 North Fourth Street
6th Floor
Baton Rouge, Louisiana 70804-4807

Dear Ms. Hartley:

We hereby resubmit our 1988 Annual Report in the format specified by you.

Please sign the attached copy of this letter acknowledging receipt of same.

Sincerely,


B. J. Eckholdt, Jr.

We hereby acknowledge receipt of the above mentioned report.


DONI CONLEY
DEQ REPRESENTATIVE

05-23-89
DATE

MARINE SHALE PROCESSORS, INC. CORPORATE HEADQUARTERS
110 JAMES DRIVE WEST • SUITE 120 • SAINT ROSE, LA 70087 A Suburb of New Orleans

TELEPHONE (504) 465-3300
TELEFAX (504) 465-3844

FOIA-12-03418-003207

LOUISIANA DEPARTMENT
OF ENVIRONMENTAL QUALITY

REUSE/RECYCLER'S ANNUAL
HAZARDOUS WASTE REPORT

RECEIVED

MAY 23 1989

Dept. of Environmental Quality
Hazardous Waste Division

Information submitted in the following report is for calendar year 1988

SITE IDENTIFICATION

Reporting Facility EPA ID# LAD981057706

Reporting Facility Name MARINE SHALE PROCESSORS, INC.

SITE LOCATION

Reporting Facility Location HIGHWAY 90 EAST (ONE MILE WEST OF AMELIA)

City or Town AMELIA Parish ST. MARY State LA Zip 70380 Parish Code 101

SITE MAILING ADDRESS

Reporting Facility Mailing Address RURAL RT 3, BOX 756

City or Town MORGAN CITY State LA Zip 70380

REPORT CONTACT

Name E. J. ECKHOLDT, JR.
(first) (mi) (last)

Phone (504) 465-3310 Extension

REPORT CERTIFICATION

I have personally examined and am familiar with the information submitted in this document, and I hereby certify under penalty of law that this information is true, accurate and complete to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Name E. J. ECKHOLDT, JR.
(first) (mi) (last)

Title C.I.O.

Signature Signature Date

FORM A - Cover Sheet/Certification (R-2/89)

FOIA-12-03418-000961

REUSE/RECYLER'S ANNUAL HAZARDOUS WASTE REPORT

Reporting Facility EPA ID # LAD981057706

Generating Facility Location 2198 GLENDALE AVENUE
GREEN BAY WI 54303

[illegible]



ENVIRONMENTALLY SAFE

47929.627 Total Tons

RECEIVED

FEB 28 1990

February 28, 1990

Dept. of Environmental Quality,
Hazardous Waste Division


Louisiana Department of Environmental Quality
Hazardous Waste Division
P.O. Box 44307
Baton Rouge, LA 70804

To Whom It May Concern:



We hereby submit our 1989 Reuse/Recycle Facility Annual
Hazardous Waste Report in the format specified.

Please sign the attached copy of this letter acknowledging
receipt of the same.

Sincerely,


B.J. Eckholdt, Jr.
Chief Information Officer

BJE/vg


Name _____

Date _____

MARINE SHALE PROCESSORS, INC. CORPORATE HEADQUARTERS
110 JAMES DRIVE WEST • SUITE 120 • SAINT ROSE, LA 70087 A Suburb of New Orleans

TELEPHONE (504) 465-3300
TELEFAX (504) 465-3344
1-800-USA-MSPI

CHECKED IN

RECEIVED

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
HAZARDOUS WASTE DIVISION
POST OFFICE BOX 44307
BATON ROUGE, LA 70804

FEB 28 1990

Dept. of Environmental Quality
Hazardous Waste Division

REUSE/RECYCLE FACILITY ANNUAL HAZARDOUS WASTE REPORT 19 89

SITE IDENTIFICATION

- I. EPA I.D. Number: LA0981057706
- II. Name of Facility: MARINE SHALE PROCESSORS, INC.

SITE LOCATION

III. Physical Location of Facility

Street or Route No. HIGHWAY 90 EAST (ONE MILE WEST OF AMELIA)

City or Town AMELIA Parish ST. MARY State LA Zip 70380

SITE MAILING ADDRESS

IV. Facility Mailing Address:

Street or Post Office Box RURAL RT. 3, BOX 756

City or Town MORGAN CITY State LA Zip 70380 Parish Code 101

REPORT CONTACT

V. Facility Contact Person

First Name Barbara Middle Initial C Last Name Fontenot

Title Administrative Manager

Phone Number(504) 631-3161 Phone Extension

REUSE/RECYCLE FACILITY SUMMARY ANNUAL HAZARDOUS WASTE REPORT 1989

I. RECYCLER'S EPA I.D. NUMBER: LAD981057706
II. GENERATOR'S EPA I.D. NUMBER: WID982063950
III. GENERATOR'S NAME: BROWN COUNTY HIGHWAY
IV. MAILING ADDRESS:
STREET OR POST OFFICE BOX 2198 GLENDALE AVENUE
CITY OR TOWN GREEN BAY STATE WI ZIP 54303

SUMMARY TOTALS (BY WASTE STREAM)

1. EPA HAZARDOUS WASTE NUMBERS	TOTAL AMOUNT OF WASTE IN TONS
D001 POCS	.251

REUSE/RECYCLE TOTAL ANNUAL TONS HANDLED
DURING PERIOD .251

Attachment D

Invoice with amount of payment due

Marine Shale Processors Site PRP Group

9828 Louisiana Hwy 182 East, Amelia, Louisiana

Louisiana Department of Environmental Quality AI No. 5414

March 1, 2013

BROWN COUNTY

[please show current street address]

[please show current city, state, zip]

Re: Marine Shale Processors Site
Marine Shale PRP Group Invoice

INVOICE

De Minimis Cash-Out Settlement Amount	\$8,000.00
---------------------------------------	------------

TOTAL DUE	\$8,000.00
------------------	-------------------

Please make check payable to: **KEAN MILLER TRUST ACCOUNT**
Please reference "*Marine Shale PRP Group*"

Please send payment to: Marine Shale Processors Site PRP Group
Attn: Sabine Fischer Warren
TLI Solutions, Inc .
14500 Avion Parkway, Suite 301
Chantilly, VA 20151

Please keep a copy for your file

GENERAL RELEASE

The Marine Shale Processors Site PRP Group ("MSP Site PRP Group") and its members, for and in consideration of the sum of Eight Thousand and No/100 (\$8,000.00) Dollars lawful money of the United States of America paid to the MSP Site PRP Group, the receipt whereof is hereby acknowledged, hereby release and forever discharge the said _____ and its successors and assigns, of and from all, and all manner of, action and actions, cause and causes of action, suits, controversies, claims, and demands whatsoever, in law and equity, (a) with regard to the investigation and remediation of the Marine Shale Processors Site (AI No. 5414), 9828 Louisiana Hwy 182 East, Amelia, Louisiana ("MSP Site") and other response costs of any description arising at or from the MSP Site, and/or (b) arising from the release or threatened release of hazardous substances at, on, or from the MSP Site, which the MSP Site PRP Group and its members ever had, now have, or hereafter can, shall, or may have stemming from the detection of hazardous substances or any other environmental contaminants at, on, or from the MSP Site, arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq. and/or Louisiana Revised Statutes 30:2271, et seq.

IN WITNESS WHEREOF, the MSP Site PRP Group has caused this General Release to be executed on the _____ day of _____, 2013.

Marine Shale Processors Site PRP Group

Jon Jewett
Chairman, Steering Committee

April 17, 2013

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION REGARDING CHANGE IN TABLE OF ORGANIZATION
PUBLIC WORKS DEPARTMENT
ELECTRICIAN JOURNEYMAN

WHEREAS, the Public Works Department table of organization currently includes a vacant 1.00 FTE Electrician position; and

WHEREAS, the Public Works Department proposed changing the position to an Electrician Journeyman to team with the Senior Electrician to fulfill the needs of the department in a more cost effective manner; and

WHEREAS, the Human Resources Department in conjunction with the Public Works Department conducted a thorough evaluation of the needs of the department and the duties of the position and recommend the deletion of (1.00) FTE Electrician position and the addition of 1.00 FTE Electrician Journeyman; and

WHEREAS, it is further recommended the position be maintained in Pay Grade 18 of the Administrative Classification and Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, the Public Works Department table of organization be changed deleting (1.00) FTE Electrician position and adding 1.00 FTE Electrician Journeyman position.

BE IT FURTHER RESOLVED, the position be maintained in Pay Grade 18 of the Administrative Classification and Compensation Plan.

Annualized Budget Impact:

<u>Position Title</u>	<u>FTE</u>	<u>Addition/ Deletion</u>	<u>Salary</u>	<u>Fringe</u>	<u>Total</u>
Electrician	(1.00)	Deletion	\$(63,294)	\$(25,636)	\$(88,930)
Electrician Journeyman Grade 18, Step 3	1.00	Addition	\$ 54,949	\$ 24,390	\$ 79,339
Annualized Budget Impact			<u>\$(8,345)</u>	<u>\$(1,246)</u>	<u>\$(9,591)</u>

Fiscal Impact: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

COUNTY EXECUTIVE

Date Signed: _____

Drafted by: Human Resources Dept.

Final Draft Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
JAMIR	18			
ROBINSON	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____



305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600



LYNN VANDEN LANGENBERG

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: www.co.brown.wi.us

INTERIM HUMAN RESOURCES MANAGER

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: March 5, 2013
REQUEST TO: Planning, Development & Transportation Committee
MEETING DATE: March 25, 2013
REQUEST FROM: Lynn Vanden Langenberg
Interim Human Resources Manager

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: Resolution Regarding Change in Table of Organization
Public Works Department
Electrician Journeyman

ISSUE/BACKGROUND INFORMATION:

The Public Works table of organization has a vacant 1.00 FTE Electrician position. After reviewing the needs of the department, it was determined the duties of this position can be performed by a Electrician Journeyman in a more cost effective manner. The Electrician Journeyman would team with the Senior Electrician to complete required projects.

ACTION REQUESTED:

Approve the requested change to the Public Works table of organization, deleting (1.00) FTE Electrician and adding 1.00 FTE Electrician Journeyman.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact?
 - b. If part of a bigger project, what is the total amount of the project?
 - c. Is it currently budgeted? ☒ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

**BROWN COUNTY
POSITION DESCRIPTION**

POSITION TITLE: ELECTRICIAN JOURNEYMAN

REPORTS TO: OPERATIONS MANAGER

DEPARTMENT: PUBLIC WORKS

JOB SUMMARY:

In coordination with the Senior Electrician, performs electrical work in constructing, installing, maintaining, and repairing various electrical wiring systems, electrical controls, and electrical machinery and equipment.

ESSENTIAL DUTIES:

Establishes safety procedures for troubleshooting high voltage, as required.

Provides maintenance inspection and repair on generators and transformers.

Works with contractors and builders in the proper installation of new electrical systems; updates electrical prints for new and existing facilities.

Establishes a preventative electrical maintenance program.

Installs and maintains heating equipment, air conditioners, and ventilating systems.

Maintains and repairs electrical power and lighting lines such as plugs, outlets, switches, wiring, and other related electrical devices.

Assists other county electricians in performance of electrical duties at various county sites, as required.

Operates standard electrical test equipment and other related electrical equipment.

Designs and performs layout for plans on the job site as needed.

Installs electrical systems and service, including minor remodeling.

Maintains electrical equipment on HVAC.

Repairs electrical power and lighting circuits.

Performs testing of lighting fixtures and other related electrical devices.

Performs electrical work associated with traffic signals, including installing, testing and calibrating control units.

Complies with the National Electrical Code, State Code, and Local Code.

NON-ESSENTIAL DUTIES:

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

Power tools
Bender
Hand tools
Boom truck
Testing equipment

MINIMUM QUALIFICATIONS REQUIRED:**Education and Experience:**

High School Diploma or equivalent, plus four to six years electrical apprenticeship or experience as a journeyman electrician; or any combination of education, training and experience which provides the necessary knowledge, skills, and abilities.

Licenses and Certifications:

Must pass code examination
Valid Wisconsin Driver's License

Knowledge, Skills and Abilities:

Knowledge of methods, materials and tools used in the installation, maintenance, repair and testing of electrical equipment and systems.

Knowledge of the provisions of the National Electrical Code, federal, state and local safety regulations.

Knowledge of heating and/or cooling systems.

Knowledge of gas and oil fired boilers, steam, water, electrical, and combinations.

Ability to diagnose and correct electrical power, communications, lighting failures, and heating and air conditioning equipment.

Ability to design layouts of electrical systems for new replacement equipment.

Ability to read and interpret blueprints and other technical specifications.

Ability to work establish and maintain effective interpersonal working relationships.

Ability to repair and test electrical equipment and systems.

Ability to work off of ladders.

Ability to communicate effectively both orally and in writing.

Ability to work the required hours of the position.

This position description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this description.

New: 02/14/13

Brown County Public Works Department

Management Discussion and Analysis of Operations

Period Ended 2/28/2013

Summary of the Operations for Public Works

Operations of the Public Works Department are performing better than anticipated with positive variances in all areas.

Highway

660 Fund:

For February 2013 we are reflecting a positive variance of \$205,564.

"Intergovernmental Revenues" had a positive variance of \$444,522; both the state and local municipalities' revenues are higher than normal due to the demanding winter season.

"Miscellaneous Revenue" consists of intra-county charges for work carried out for other departments, capital projects, and maintenance on county roads and bridges. The primary reason for Miscellaneous Revenue being down is due to our Capital Projects. At this time there is very little activity on Capital Projects due to the season. We anticipate this negative variance in Miscellaneous Revenue to improve as the winter weather diminishes and work is scheduled on Capital Projects. The impact of the negative variance was mitigated somewhat by the additional revenue brought in due to winter county maintenance activities.

The reduction in the above "Miscellaneous Revenue" is offset by a corresponding reduction in operating expenses and interdepartmental charges. Personnel Costs are over budget by \$85K for the month of February, but still under budget by \$149K for the year. February's personnel cost variance reflects overtime incurred by the highway crew, but the true variance is still masked because central accounting does not do a monthly accrual on the personnel costs. We are working on attaining better information regarding this to provide an improved true comparison each month.

240 Fund:

When comparing budget to actual results we planned on using \$611,000 for Period 2013 compared to estimated actual usage of \$274,622. This is primarily due to greater than anticipated winter revenues. For 2013 we have expended 88.5% of the "Apply Chloride" (salt) budget and 87% of the "Blading and Plowing" budget. Total county maintenance budget spent to date is 34.5%. The Public Works Department appears to be doing better than budget as budget appears to be adequate for the remainder of 2013.

400s-Capital Projects:

For Highway's Capital Project Funds we are showing a fund increase of \$1,314,433.80 which is primarily attributable to the savings from the projects completed in 2012. \$982K of this increase we intend to keep in the fund for future highway capital projects.

Attached is the January 2013 Budget to Actual comparisons for the Highway Division of Public Works. Also, please find a Financial Summary for Road Maintenance through February 28, 2013, which is included in the aforementioned summary.

**BROWN COUNTY PUBLIC WORKS DEPARTMENT
HIGHWAY FINANCIAL SUMMARY
Month Ending February 28, 2013**

660 Fund

	Feb 2013 Budget	Feb 2013 Actual	Variance	YTD Budget	YTD Actual	YTD Variance	Annual Budget	YTD Actual	Percentage
Intergovernmental Revenue	251,507	696,029	444,522	428,493	887,191	458,698	3,400,000	887,191	26%
Public Charges	2,589	428	(2,161)	4,411	2,284	(2,127)	35,000	2,284	7%
Miscellaneous Revenue	1,462,090	1,078,145	(383,945)	2,924,180	1,535,315	(1,388,865)	17,545,074	1,535,315	9%
Other Financing Sources-Trans	50,917	50,917	(0)	50,917	101,833	50,916	611,000	101,833	17%
Total Revenues	1,767,103	1,825,519	58,416	3,408,001	2,526,623	(881,379)	21,591,074	2,526,623	12%
Personnel Cost	554,782	640,213	85,431	1,109,563	960,720	(148,843)	6,657,380	960,720	14%
Operating Expenses	1,214,861	918,982	(295,879)	2,429,722	1,314,216	(1,115,506)	14,578,333	1,314,216	9%
Interdepartmental Charges	29,613	22,917	(6,696)	59,227	46,123	(13,104)	355,361	46,123	13%
Other Financing Uses-Trans	-	-	-	-	-	-	-	-	0%
Total Expenses	1,799,256	1,582,112	(217,144)	3,598,512	2,321,059	(1,277,453)	21,591,074	2,321,059	11%
Property Taxes	-	-	-	-	-	-	-	-	0%
Increase (Use) of Fund Balance	(32,153)	243,407	275,560	(190,511)	205,564	396,075	-	205,564	

240 Fund

	Feb 2013 Budget	Feb 2013 Actual	Variance	YTD Budget	YTD Actual	YTD Variance	Annual Budget	YTD Actual	Percentage
Intergovernmental Revenue	14,583	14,583	0	1,080,500	1,124,855	44,355	4,002,000	1,124,855	28%
Property Taxes	14,583	14,583	0	29,167	29,167	(0)	175,000	29,167	17%
Total Revenues	14,583	14,583	0	1,109,667	1,154,022	44,355	4,177,000	1,154,022	28%
CTH Maintenance	369,583	909,826	540,243	739,166	1,309,466	570,300	3,796,000	1,309,466	34%
Bridge Aid & Hwy Construction	31,750	13,744	(18,006)	63,500	17,344	(46,156)	381,000	17,344	5%
Transfer Out	50,917	50,917	(0)	101,833	101,833	0	611,000	101,833	17%
Total Expenses	452,250	974,487	522,237	904,499	1,428,644	524,145	4,788,000	1,428,644	30%
Increase (Use) of Fund Balance	(437,667)	(959,903)	(522,236)	205,168	(274,622)	(479,790)	(611,000)	(274,622)	

400s--Capital Projects

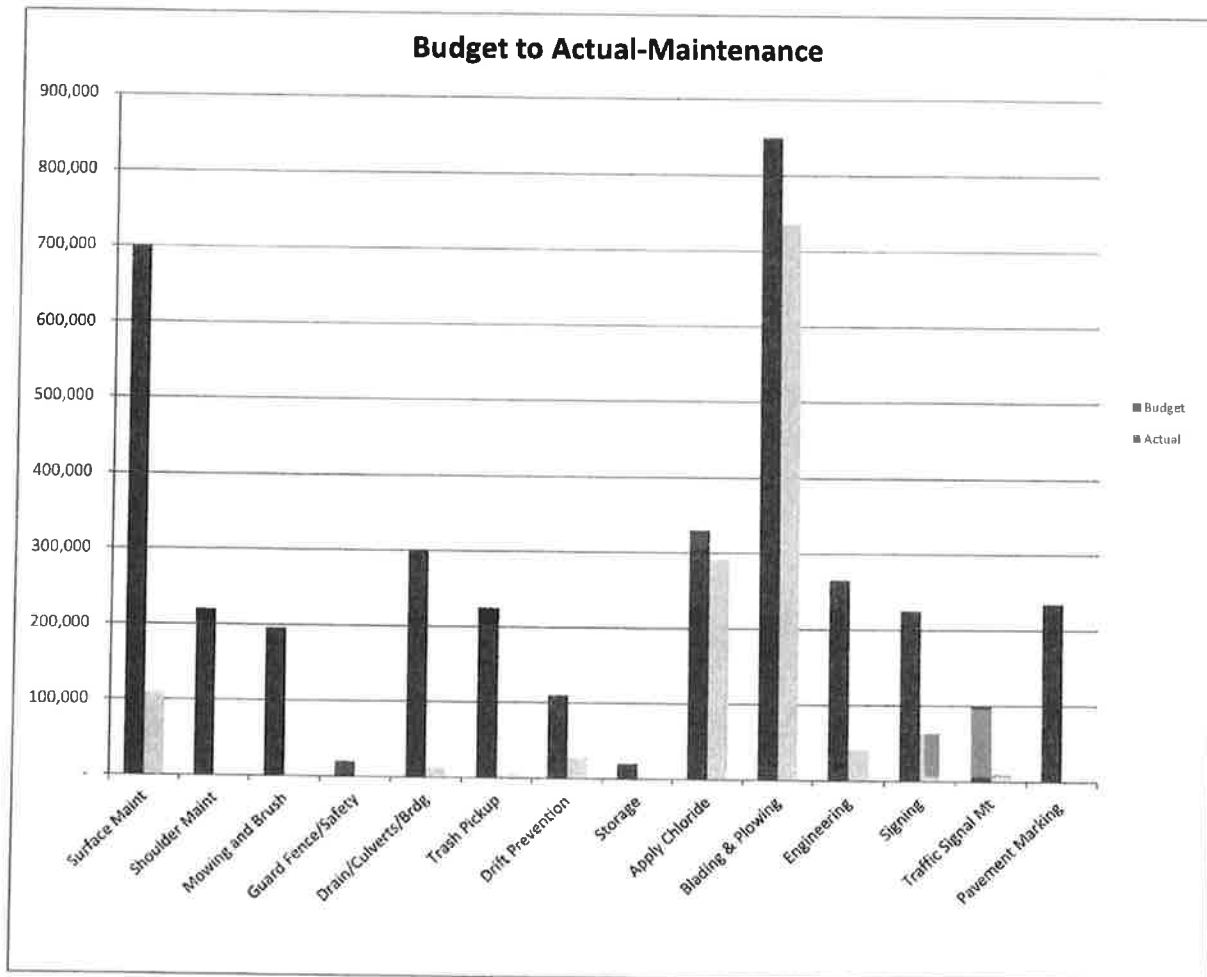
Est CAP PROJ FUND BALANCE 2/28/13 12,110,444.04
Less Project est costs yet (10,521,880.24)
Less Payments To Debt Service (274,130.00)
Estimated Fund Increase 1,314,433.80

Main Contributors (Est Fund Increase) Notes:

V-17	123,287.84	2008 Bond	
AAA-16	507,169.12	Bond	Save for future AAA project in 2014
C-18	316,396.79	Bond	Save for current C project... there was a portion of C-18 decided not to complete until we did C-19
N-15	158,259.31	Bond	Save for Future N Project (projected 2015 STP project)
EE-14	80,000.00	Budget	Save... DOT project unsure sure if project is complete and through auditing waiting for DOT response
K-16	57,230	Bond	Save for now in case additional charges... in audit phase with DOT
Total	1,242,383	95%	

**BROWN COUNTY PUBLIC WORKS
ROAD MAINTENANCE BUDGET TO ACTUAL-FUND 240
AS OF 2/28/13**

	Budget	Actual	Remaining	Percentage Used
Surface Maint	700,000	109,669.64	590,330	15.67%
Shoulder Maint	220,000	279.75	219,720	0.13%
Mowing and Brush	196,000	4,108.32	191,892	2.10%
Guard Fence/Safety	20,000	256.02	19,744	1.28%
Drain/Culverts/Brdg	300,000	13,648.49	286,352	4.55%
Trash Pickup	225,000	5,004.03	219,996	2.22%
Drift Prevention	110,000	29,721.27	80,279	27.02%
Storage	20,000	3,333.32	16,667	16.67%
Apply Chloride	330,000	292,021.73	37,978	88.49%
Blading & Plowing	850,000	736,744.93	113,255	86.68%
Engineering	265,000	41,135.29	223,865	15.52%
Signing	225,000	63,620.95	161,379	28.28%
Traffic Signal Mt	100,000	9,805.37	90,195	9.81%
Pavement Marking	235,000	117.37	234,883	0.05%
Total	3,796,000	1,309,466.48	2,486,534	34.50%



Facilities

For February 2013, Revenues are down when compared to budget by 11%. This is primarily due to "Miscellaneous Revenue" which is down 18%. Miscellaneous Revenue is intra-county charges primarily for maintenance and housekeeping for the Community Treatment Center (CTC). This revenue source is down due to reduced service work orders performed at CTC. This also affects salaries and fringes with regards to expenditures.

YTD Actual for "Personnel Cost" is under the YTD Budget by \$286,744 due to reductions in wages because of position vacancies and turnover and also due to only having a yearly payroll accrual rather than an accrual every month. We have included our Staffing Summary to show our current staffing status as of February 28, 2013.

The reduction in Miscellaneous Revenues is offset by a corresponding reduction in operating expenses.

The YTD Budget impact through February 28, 2013, is a tentative positive variance of approximately \$169,602 (after removing the positive personnel variance).

Attached is the Budget to Actual comparisons through February 28, 2013 for the Facilities Division of Public Works.

Staffing Summary:

HIGHWAY DIVISION			FACILITIES DIVISION		
	Budgeted FTE's	Actual #FTE's		Budgeted FTE's	Actual #FTE's
Mgmt / Office	11.2	10.5 *	Mgmt / Office	6.16	6.1
Electrician	1	1	Fac Mechanic / Workers	18	16
Engineering	4	4	Housekeeping	18.5	16.5
Mechanical	11	11	Electrician	1	0
Laborers	65	60 *	Security	0.53	0
Parks	1.65	1.65	Summer Help	0.46	0
Summer Help	4	0			
TOTAL	97.95	88.35	TOTAL	44.65	38.6

* 4 Full-time Highway Laborers and a 0.7 Clerk Typist II - Unfunded (Per Budget)

BROWN COUNTY PUBLIC WORKS DEPARTMENT
FACILITIES FINANCIAL SUMMARY-FUND 100
 Month Ending February 28, 2013

	Feb 2012 Budget	Feb 2012 Actual	Variance	YTD Budget	YTD Actual	YTD Variance	Annual Budget	YTD Actual	Percentage
Intergovernmental Revenue	1,250	1,250	-	2,500	2,500	-	15,000	2,500	17%
Public Charges	54,023	54,741	718	108,046	109,172	1,126	648,277	109,172	17%
Miscellaneous Revenue	100,370	82,104	(18,266)	200,739	153,720	(47,019)	1,204,435	153,720	13%
Other Financing Sources-Trans	-	-	-	-	-	-	-	-	0%
Total Revenues	155,643	138,095	(17,548)	311,285	265,392	(45,893)	1,867,712	265,392	14%
Personnel Cost	212,860	190,645	(22,215)	425,720	138,976	(286,744)	2,554,319	138,976	5%
Operating Expenses	132,430	101,506	(30,924)	264,859	48,095	(216,764)	1,589,154	48,095	3%
Interdepartmental Charges	7,155	4,224	(2,931)	14,310	6,189	(8,121)	85,860	6,189	7%
Outlay	-	9,390	9,390	-	9,390	9,390	-	9,390	0%
Other Financing Uses-Trans	-	-	-	-	-	-	-	-	0%
Total Expenditures	352,445	305,765	(46,680)	704,889	202,649	(502,240)	4,229,333	202,649	5%
Property Taxes	196,802	196,802	(0)	393,604	393,604	(0)	2,361,621	393,604	17%
Increase (Use) of Fund Balance	-	29,132	29,132	-	456,346	456,346	-	456,346	

**BROWN COUNTY
PUBLIC WORKS DEPARTMENT
Director's Report**

Below are a number of significant items I wish to report on for the Public Works Department as of 2/28/2013:

ARENA COMPLEX – STORM WATER ISSUES:

Allison Swanson, Ashwaubenon Village Manager was contacted with regards to flooding issues at the Arena Complex, which normally followed major rain events. Allison stated that the flooding issue is being addressed with the Green Bay Packer Organization and the City of Green Bay Engineering Department. The issue is one dealing with water evacuation from the parking lot west of Oneida Street.

In speaking with Matthew Heckenlaible from the City of Green Bay, and he stated that he has received storm water plans from the Packer Organization and is currently in the process of reviewing these plans. As a follow-up, the storm water piping will be increased from 48" piping to a series of 96" piping during the upcoming Lambeau Field renovation to be carried out over the next 2 1/2 years.

USE OF WORK RELEASE INMATES:

The introduction last year of using "inmates" for some of our menial jobs has proven to be a very positive decision; as we are using them more and more to carry out such work as equipment washing and cleaning, window washing, painting work and overall shop cleaning.

Public Works currently has 3 inmates we use on a daily basis and are looking into the possibility of utilizing an additional 2 more.

TWELVE-HOUR DAYS.

Highway Division. Reports attached indicate employees that have worked 12 hours or more in a single shift for the month of February 2013.

As shown on this 12+ shift list, there were a total of 10 days whereby employees worked an average of 14.21 hours for a total of 6,565.0 hours. These extended shifts are solely related to snow/ice events.

Facility Management Division. There was only one (1) employee that worked a 12+ hour shift: 2/8/13 – Pat Smits (CTC) worked 16.5 hours to cover for a current vacant shift.

April 17, 2013

**TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS**

Ladies and Gentlemen:

RESOLUTION TO APPROVE THE PURCHASE AND SUBSEQUENT SALE OF PARCEL
HL-356, LOCATED ADJACENT TO THE PROPERTY PROPOSED UNDER THE 1998
LANDFILL SITING AGREEMENT FOR THE CONSTRUCTION OF A SOUTH LANDFILL
IN THE TOWN OF HOLLAND

WHEREAS, in 1975 the Brown County Solid Waste Department, currently the Port and Solid Waste Department and Solid Waste Board (collectively “Department”), were created, pursuant to, among other Ordinances, §§ 2.05 & 12.01 of the Brown County Code, as well as the corresponding State Statutes giving rise thereto, to act as the policy making body for carrying out the activities assigned to the Department, the activities of which include collecting, transporting, reducing reusing, recycling, composting, processing, incinerating, destroying, converting and/or landfilling solid waste within Brown County (“County”); and

WHEREAS, in accordance therewith, the County, anticipating the need for future construction of a South Landfill in the Town of Holland, entered into the attached Landfill Siting Agreement (“Agreement”) with the Town of Holland for purposes of securing property to accomplish the same (“Proposed Property”), the Agreement of which, among other conditions, requires the County to compensate the Town of Holland, as well as certain property owners located adjacent to the Proposed Property (“Adjacent Property Owners”), on a per ton basis; and

WHEREAS, the Agreement further requires that the County provide the Adjacent Property Owners property value protection against any landfill activities that negatively impact their respective property values; and

WHEREAS, the County anticipates that in approximately 8-10 years it will begin constructing a South Landfill on the Proposed Property located within the Town Holland; and

WHEREAS, Andy and Karen Hoffmann (the “Hoffmanns”) are the Adjacent Property Owners of a 44 acre Parcel of property described as Parcel HL-356 (“Parcel”) and are interested in selling their Parcel for an amount equal to its fair market value of \$250,000.00, as determined during the Parcel’s November, 2012 appraisal; and

WHEREAS, in accordance with the Agreement, the Parcel is projected to cost the County an approximate present day amount of \$101,000.00 (“Projected Costs”) in order to satisfy the Agreement’s “compensation” and “property value protection” provisions for each of the years in which the South Landfill is expected to actively accept waste on the Proposed Property; and

WHEREAS, in lieu of paying the Projected Costs associated with the Parcel, the Department desires to now purchase the Parcel from Hoffmanns for an amount equal to \$170,000; and

WHEREAS, the Department, over the next year after purchasing the property, will do one of the following: 1) resell the Parcel to a new property owner who is fully apprised of the intended construction of a South Landfill on the Proposed Property, and who is amenable to taking deed to the Parcel absent the Agreement’s “compensation” and “property value protection” provisions that currently attach thereto; 2) pursue a Wisconsin Stewardship Grant for 50% of the acquisition costs and hold the land in perpetuity open to the public for at least the following five enumerated nature-based outdoor activities: hunting, fishing, trapping, hiking and

cross country skiing; or 3) Transfer ownership of the Parcel to the Town of Holland as park land, at full acquisition value, as part of future landfill compensation under the Agreement; and

WHEREAS, although the Department fully intends, consistent with the above, to sell, gift or retain the Parcel over the next year for the highest possible value it can procure, it understands that the Parcel may sell for less than its current fair market value, but, because the County would also be realizing a savings in avoiding the future costs associated with both the “compensation” and “property value protection” provisions of the Agreement that currently attach to the Parcel, the Department opines that its purchase and subsequent sale, gift or retention of the Parcel as set forth herein is economically advantageous to the County.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Port and Solid Waste Department is authorized to purchase Parcel HL-356, consisting of 44 acres of property, for \$170,000 and sell, gift or retain the Parcel within one (1) year of terminating the “compensation” and “property value protection” provisions of the Agreement that currently attach thereto.

Respectfully submitted,

PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

COUNTY EXECUTIVE

Date Signed: _____

Authored by: Port & Solid Waste Department & Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Impact: This Resolution does not require an appropriation from the General Fund because the purchase of property will be made by Port and Solid Waste Department (an enterprise fund) using Site Acquisition Funds accumulated for these purposes.

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
HOPP	5			
HAEFS	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEESE	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
WILLIAMS	15			
KASTER	16			
VAN DYCK	17			
JAMIR	18			
ROBINSON	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
STEFFEN	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____



February 2012

Greetings:

We are pleased to provide you with the 2012 Grant Guidelines and Applications booklet for Stewardship Local Assistance, the Land and Water Conservation Fund, and the Recreational Trails Act programs. The handbook contains information, explanations, and the forms you need to apply for grants to acquire or develop land for public outdoor recreation and conservation purposes. Application materials and forms are fillable and downloadable off of the DNR's website. See the DNR Contacts on the following page for the Community Financial Assistance website address.

Contacting your DNR region Community Services Specialist (CSS) is a must before you submit an application during the planning stage of your project. You'll find a list of CSS' and the counties they work with on following the Table of Contents of this booklet. Your CSS can explain the various grant programs in detail and give you the assistance you need to make your application as competitive as possible. We also have technical assistance publications available to assist you.

THE APPLICATION DEADLINE DATE IS MAY 1, 2012. Applications must be received on, or postmarked, by May 1. Applications not postmarked or received on or before the deadline date will not be considered for cost sharing and will be returned to the applicant. The earlier you submit the application the more time we will have to review it and work with you on any deficiencies. This early review could be very important to the success of your application because a high level of competition exists for available funds. Additionally, submit an electronic version of your applications and all required documentation including maps, with your hard copy.

NOTE: No work can be started or land acquired until a contract is signed by the DNR.

See Page 7, #1 for further information

FOR LAND ACQUISITION PROJECTS, remember that acquisition of property must be in accordance with land acquisition and appraisal procedures defined in State or Federal law. If you are applying for an acquisition project and need to purchase the property before you receive a grant contract, you must obtain a "letter of retroactivity" from your CSS to protect the project's eligibility. A letter of retroactivity provides no assurance that your grant application will be funded, but does assure that your application will not be disqualified because the property was purchased before the grant contract was written. Unfortunately, we cannot offer similar retroactivity for development projects. Please contact your CSS to obtain the land acquisition and appraisal guidelines and procedures.

A new requirement for land acquisition projects is that the Department must notify all local governments of a pending Stewardship grant. If your project is tentatively selected for funding, the Department will notify the surrounding municipalities, including your top elected officer, and offer them 30 days to submit a resolution concerning the municipality's supports or opposition to the proposed project.

PUBLIC ACCESS REQUIREMENTS were included as part of the reauthorization of the Knowles-Nelson Stewardship program. If your grant project includes fee simple or easement acquisitions, you must fill out the Grant Project Public Access and Acceptable Uses form found in Appendix I, and discuss with your CSS as soon as possible in your planning process, and **before submitting a completed application**. It is strongly encouraged that all easement projects provide public access.

Any prohibitions or restrictions for the five required nature-based outdoor activities will need further review by specialized teams. The safety criteria for archery and gun hunting do differ and the public safety team will review applications with this hunting prohibition for both methods. If you have a registration or permit system for user groups, you will also need to submit information concerning the process with your application.

This year we expect to rate and rank eligible applications in late June. The awarding of grants occurs as soon as possible afterwards, depending on the availability of funds through the state and federal budget processes.

We wish you success with your projects and look forward to being your partners in land conservation and improving outdoor recreation opportunities for our citizens and visitors.

*Regional and Central Office Outdoor Recreation Grants Staff
DNR Community Financial Assistance Programs*

[illegible][illegible]

Information Based off Buckman Appraisal Nov. 8, 2012			
	Acres	Value/Acre	Total
Andrew & Karen Hoffman Land	44.3	\$ 5,200.00	\$ 230,360.00
Parcel # HL-356 Building			\$ 20,000.00
			\$ 250,360.00
Final Opinion of Value		\$	250,000.00
Proposed BC Purchase Price		\$	170,000.00

Information Based off Buckman Appraisal Nov. 8, 2012			
	Acres	Value/Acre	Total
Andrew & Karen Hoffman Land	44.3	\$ 5,200.00	\$ 230,360.00
Parcel # HL-356 Building			\$ 20,000.00
			\$ 250,360.00
Final Opinion of Value		\$	250,000.00
Proposed BC Purchase Price		\$	170,000.00

Hoffmann Compensation (Cost Avoidance in Present Value)	\$ 101,117.79
BC Re sale (Breakeven)	\$ 68,882.21

Benefits of Buying and Re-sale of Hoffmann Property

A. BC Re-sale of Hoffmann Property with deed conditions

1. No future compensation as an adjacent property owners
2. No future property value protection

B. Cont. Avoidance, Services

w:\msoffice\andfilloperations\SLF\Host Community Payments

Year	Host Fee	CPH - U	% Change	AVE	Est.	Town	Resident
2000	\$ 150	172.4					
2001	\$ 152	178	1.07%				
2002	\$ 155	179.9	2.11%				
2003	\$ 160	183.7	3.27%				
2004	\$ 164	184.5	2.53%				
2005	\$ 171	202.9	4.32%				
2006	\$ 176	208.35	2.69%				
2007	\$ 184	218.82	5.03%				
2008	\$ 182	215.69	-1.43%				
2009	\$ 180	217.97	1.06%				
2010	\$ 184	225.72	3.56%				
2011	\$ 190		2.42%				
2012	\$ 195		2.42%				
2013	\$ 200		2.42%				
2014	\$ 204		2.42%				
2015	\$ 209		2.42%				
2016	\$ 214		2.42%				
2017	\$ 220		2.42%				
2018	\$ 225		2.42%				
2019	\$ 230		2.42%				
2020	\$ 236		2.42%				
2021	\$ 242		2.42%				
2022	\$ 247		2.42%				
2023	\$ 253		2.42%				
2024	\$ 260		2.42%				
2025	\$ 266		2.42%				
2026	\$ 272		2.42%				
2027	\$ 279		2.42%				
2028	\$ 286		2.42%				
2029	\$ 282		2.42%				
2030	\$ 300		2.42%				
2031	\$ 307		2.42%				
2032	\$ 314		2.42%				
2033	\$ 322		2.42%				
2034	\$ 332		2.42%				
2035	\$ 338		2.42%				

2000	\$ 1,061,738.75	\$ 849,391.00	\$ 207,332.70
2001	\$ 1,061,738.75	\$ 849,391.00	\$ 212,347.75
2002	\$ 1,061,738.75	\$ 849,391.00	\$ 217,464.11
2003	\$ 1,061,738.75	\$ 849,391.00	\$ 222,580.46
2004	\$ 1,061,738.75	\$ 849,391.00	\$ 227,696.81
2005	\$ 1,061,738.75	\$ 849,391.00	\$ 232,813.16
2006	\$ 1,061,738.75	\$ 849,391.00	\$ 237,929.51
2007	\$ 1,061,738.75	\$ 849,391.00	\$ 243,045.86
2008	\$ 1,061,738.75	\$ 849,391.00	\$ 248,162.21
2009	\$ 1,061,738.75	\$ 849,391.00	\$ 253,278.56
2010	\$ 1,061,738.75	\$ 849,391.00	\$ 258,394.91
2011	\$ 1,061,738.75	\$ 849,391.00	\$ 263,511.26
2012	\$ 1,061,738.75	\$ 849,391.00	\$ 268,627.61
2013	\$ 1,061,738.75	\$ 849,391.00	\$ 273,743.96
2014	\$ 1,061,738.75	\$ 849,391.00	\$ 278,860.31
2015	\$ 1,061,738.75	\$ 849,391.00	\$ 283,976.66
2016	\$ 1,061,738.75	\$ 849,391.00	\$ 289,093.01
2017	\$ 1,061,738.75	\$ 849,391.00	\$ 294,209.36
2018	\$ 1,061,738.75	\$ 849,391.00	\$ 299,325.71
2019	\$ 1,061,738.75	\$ 849,391.00	\$ 304,442.06
2020	\$ 1,061,738.75	\$ 849,391.00	\$ 309,558.41
2021	\$ 1,061,738.75	\$ 849,391.00	\$ 314,674.76
2022	\$ 1,061,738.75	\$ 849,391.00	\$ 319,791.11
2023	\$ 1,061,738.75	\$ 849,391.00	\$ 324,907.46
2024	\$ 1,061,738.75	\$ 849,391.00	\$ 330,023.81
2025	\$ 1,061,738.75	\$ 849,391.00	\$ 335,140.16
2026	\$ 1,061,738.75	\$ 849,391.00	\$ 340,256.51
2027	\$ 1,061,738.75	\$ 849,391.00	\$ 345,372.86
2028	\$ 1,061,738.75	\$ 849,391.00	\$ 350,489.21
2029	\$ 1,061,738.75	\$ 849,391.00	\$ 355,605.56
2030	\$ 1,061,738.75	\$ 849,391.00	\$ 360,721.91
2031	\$ 1,061,738.75	\$ 849,391.00	\$ 365,838.26
2032	\$ 1,061,738.75	\$ 849,391.00	\$ 370,954.61
2033	\$ 1,061,738.75	\$ 849,391.00	\$ 376,070.96
2034	\$ 1,061,738.75	\$ 849,391.00	\$ 381,187.31
2035	\$ 1,061,738.75	\$ 849,391.00	\$ 386,303.66

SURFACE LEASE AGREEMENT

This SURFACE LEASE AGREEMENT ("Agreement") is made and entered into this 1st day of March 1, 2013, by and between BROWN COUNTY, WISCONSIN, a body corporate pursuant to Wis. Stat. s. 59.01, through its Port and Solid Waste Department ("Lessor"), and GREENWOOD ENERGY, a Wisconsin corporation with its principal place of business being located at _____ in _____, Wisconsin ("Lessee")(Collectively referred to as "Parties" in the plural and "Party" in the singular).

WITNESSETH:

WHEREAS, Lessor is the owner of a certain two (2) acre parcel of real estate located in Green Bay, Wisconsin, the parcel of which is more fully described in the document attached hereto as Exhibit "A" and incorporated herein by reference ("Premises"); and

WHEREAS, Lessee, a corporation in the business of using non-recyclable manufacturing waste to create sustainable fuel pellets that handle and burn like coal, but with significantly lower emissions, is interested in utilizing the surface of said Premises for the handling and storage of its pellets; and

WHEREAS, in furtherance of the above business use, Lessee now desires to occupy, and Lessor now desires to provide, the surface of the Premises ("Leased Premises") based upon the terms and conditions set forth within this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Rent and Term

In exchange for its occupancy and utilization of the Leased Premises in a manner consistent with this Agreement, Lessee shall pay to Lessor rental payments in an amount equal to the sum of one thousand dollars (\$1,000.00) per month ("Rent"), the payment of which shall be due and payable on or before the first day of each month commencing March 1, 2013 ("Commencement Date") through December 31, 2013 ("Initial Term"). Upon expiration of the Initial Term and subject to the Parties' rights/obligations hereunder, on January 1, 2014, this Agreement shall automatically renew, but on a month-to-month basis ("Renewal Term"), upon the same terms and conditions that governed the Parties during the Initial Term, except that commencing March 1, 2014 of the first Renewal Term and on March 1st of each Renewal Term thereafter, Rent shall increase by 4% (e.g. on 3/1/14 from \$1,000.00/mo. to \$1,040.00/mo.; on 3/1/15 from \$1,040.00/mo. to \$1,080.00/mo.) until termination hereof.

2. Leased Premises

As outlined and identified in Exhibit "A", the Leased Premises consist of a 212' by 410' (2.0 acres) parcel of land with a rough surface area from having previously been filled with broken concrete. During the Initial Term of this Agreement, as well as any and all Renewal Term(s) thereafter, Lessee shall, at its sole cost, maintain the surface area of the Leased Premises in the manner conveyed to Lessee on the Commencement Date.. The failure of Lessee, as reasonably determined by Lessor, to maintain the surface area consistent herewith shall constitute a material breach of this Agreement, affording Lessor the right, in its sole discretion, to terminate this Agreement, subject to Section 10 hereof. A failure by Lessor to initiate termination, or, subject to Section 10, terminate this Agreement upon Lessee's breach hereof shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure hereunder. .

3. Lessor's Right of Access

Throughout the duration of this Agreement, whether during the Initial Term or any Renewal Term(s), Lessor shall retain the right to use at any time and for any purpose a 15' wide driveway along the north side of the Leased Premises' to access the Lessor's property to the west of the Leased Premises ("Right of Access"). Lessee shall not obstruct, or interfere with

this Right of Access at any time or in any manner, absent advance authorization from Lessor. Lessor shall have the right to grant, transfer and/or convey this Right of Access to other lessees or purchasers of the Lessor's property to the west of the Leased Premises. In addition, Lessor shall have the right, upon reasonable notice, in the manner prescribed by Section 15 ("Notice"), to Lessee, to enter the Leased Premises for purposes of inspecting or showing the same and shall further retain, throughout the duration of this Agreement, whether during the Initial Term or any Renewal Term(s), the right to use any of its property not included within the Leased Premises for any purpose whatsoever; provided, it does not unreasonably interfere with Lessee's intended use, as described herein, of the Leased Premises.

4. Use

Lessee shall be permitted to use the Leased Premises for the sole purpose of handling and storing its fuel pellets. Lessee is prohibited from using the Leased Premises for any unlawful purpose; shall comply with all federal, state, and/or local laws, ordinances, and regulations governing its authorized use of the Leased Premises; and shall indemnify, defend, and hold Lessor harmless from any penalty, damage, claim, loss and/or charge that is alleged, imposed and/or incurred as a result of Lessee's use of the Leased Premises, after the Commencement Date, in violation of any such laws, whether federal, state or local, ordinances, and/or regulations. The Parties, as well as and any other authorized user of the Leased Premises or Lessor's property adjacent to the Leased Premises shall adhere to Section 3 of this Agreement and shall further cooperate with the other Party and/or said authorized user when the need for additional access to premises arises; the cooperation of which shall include, but shall not be limited to, securing and locking gates for ingress and egress.

Lessee may begin use of the Leased Premises effective March 1, 2013 under the conditions of this Agreement with the understanding that this Agreement has not been fully executed by Lessor, and thus, does not constitute a binding contract against Lessor until its execution thereof. Should Lessor be unable to fully execute this Agreement, upon thirty (30) days advance Notice from Lessor, Lessee shall, at Lessee's sole cost, vacate the Leased Premises and restore it to the condition it was in when transferred to Lessee on March 1,

2013, which shall further involve remedying any and all damages to, or issues arising out of its use of, the Leased Premises, including, but not limited to, any and all environmental damages, nuisance claims, and/or any other action, loss, grievance, or cost associated with Lessee's occupancy and use of the Leased Premises.

5. Indemnification/Insurance

Lessee agrees that, at all times during the Initial Term or any Renewal Term(s) of this Agreement, is shall be required to indemnify, defend and hold harmless Lessor, Brown County and its agents, officers, and employees, from and against any and all losses, damages, lawsuits, costs, liabilities, expenses and/or claims, including, but not limited to claims relating to any personal injury, death or property loss, arising, whether directly or indirectly, out of Lessee's occupancy of the Leased Premises, Lessee's use of the Leased Premises and/or any other acts or omissions of Lessee under this Agreement. The provisions of this Section 7 shall not apply to liabilities, losses, charges, costs, or expenses caused by Lessor, Brown County and/or its agents, officers and employees. Notwithstanding, Lessor, Brown County and/or its agents, officers and employees do not waive, and specifically reserve, their rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes/provisions.

In addition to the foregoing, Lessee shall, throughout the duration of this Agreement, whether during the Initial Term or any Renewal Term(s), maintain at its sole cost and expense general liability insurance coverage for its operations upon the Leased Premises in a minimum amount of \$2,000,000 and shall further provide Lessor with a certificate of insurance, showing it as an additional named insured thereunder. . Lessee shall afford Lessor thirty (30) days advance Notice of any change in the coverage required hereunder.

Provided its discovery of the same, Lessor hereby agrees to give prompt written Notice to Lessee of any claim against Lessor or the filing of any action or suit against Lessor in any court, based upon any act or omission of Lessee, its agents and employees, in connection with Lessee's use or occupancy of the Leased Premises.

6. Environmental Compliance & Indemnification

a. All capitalized terms used in this Section and not heretofore defined shall have the meanings set forth below:

- (1) **"ENVIRONMENTAL CLAIMS"** means any and all actions, suits orders, claims, liens, notices, investigations, proceedings or complaints, whether any of the foregoing are administrative, civil, criminal, judicial or otherwise, related to any Environmental Law, that have been threatened, brought, issued, asserted or alleged by: i) a federal, state or local agency or body or a citizen or citizen group for compliance, injunctive relief, losses, damages (including but not limited to natural resource damages), penalties, removal, response, remedial or other action pursuant to an Environmental Law related to the presence or actual or threatened Release of a Hazardous Substance, or a condition at, in, under or on (including migrating from) any environmental media at the Leased Premises or related to waste or material sent for treatment, storage, recycling or disposal from the Leased Premises, including, without limitation and by way of illustration only, in the event that a lawsuit is commenced by the EPA, the State of Wisconsin or any other unit of government having jurisdiction over the Release of a Hazardous Substance at the Leased Premises which demands, orders or requires any investigation, testing, monitoring, clean-up, remediation, removal, corrective action, closure, response action, treatment, mitigation, restoration work, processing, extraction, excavation, demolition or any other action of any kind or nature whatsoever in connection with Releases at, in, under or on (or migrating from) the Leased Premises; or ii) a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death, and/or property damage resulting from construction, operation or maintenance of the Leased Premises and/or the Release or threatened Release of a Hazardous Substance, or a condition, at, in, under or on (including migrating from) the Leased Premises or for a violation of an Environmental Law at or related to the Leased Premises.
- (2) **"ENVIRONMENTAL LAW"** means all applicable current and future federal, state and local environmental, land use, zoning, health, chemical use, safety and

sanitation laws, statutes, rules, regulations, ordinances, permits, licenses, approvals and codes of any governmental agency and common law relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances.

- (3) **"ENVIRONMENTAL PERMITS"** means all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law or in connection with the ownership, use and/or operation of the Leased Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the cleanup, remediation, sale, transfer or conveyance of the Leased Premises.
- (4) **"HAZARDOUS SUBSTANCE"** means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, biological agents, toxic molds, mineral oil, natural gas, petroleum and petroleum products, methane, hazardous materials, solid or hazardous wastes, waste waters, hazardous or toxic substances, regulated materials, pollutants, contaminants or related materials or chemicals, including their constituents and degradation products, posing a risk of harm to health or the environment, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C. Sections 6901 et seq.), and any other applicable Environmental Law and the regulations promulgated there under.
- (5) **"RELEASE"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including, without limitation, any environmental

media and the abandonment or discarding of barrels, containers, and other closed receptacles) of any Hazardous Substance.

- b. Lessor represents and warrants to Lessee that, except for preexisting and remediated petroleum contamination at the property, to the best of Lessor's knowledge and belief, each of the following is true for the Leased Premises:
- (1) No Releases of Hazardous Substances have occurred at, onto, from, under, or in (or are migrating from) the Leased Premises;
 - (2) There is no Hazardous Substance present at, under or in (or migrating from), nor is any contamination, pollution, or other condition at, the Leased Premises which would require reporting of the same to a federal, state or local agency or body and/or investigation, remediation, monitoring or any other action under any Environmental Law;
 - (3) The Leased Premises have never been used for the treatment, storage or disposal (including, without limitation, the depositing on or below the surface of the ground) of Hazardous Substances, septage, household or commercial garbage, or any other waste;
 - (4) There are no underground storage tanks currently located at the Leased Premises;
 - (5) The Leased Premises are, and at all times during Lessor's ownership thereof, being, used, operated and maintained in compliance with all applicable Environmental Laws;
 - (6) With regard to the Leased Premises or to materials or wastes sent from the Leased Premises for treatment, storage, recycling and/or disposal elsewhere, there are no past, pending or threatened Environmental Claims, nor is the Lessor aware of any set of facts which could reasonably be expected to give rise to an Environmental Claim;
 - (7) There are no federal, state or local regulated wetlands at the Leased Premises; and

- (8) There are no facts, circumstances or conditions at the Leased Premises which reasonably could be expected to restrict or prevent, under any Environmental Law in effect as of the Commencement Date, Lessee's tenancy, occupancy and unrestricted use of the Leased Premises.
- c. Lessor's representations and warranties contained in this Section 6 shall survive the expiration of this Agreement.
- d. Lessee covenants and agrees that:
- (1) Lessee will not use, generate, manufacture, produce, Release, store, transport to or from, discharge or dispose of on, under or about the Leased Premises any Hazardous Substance or allow any other person or entity to do so, except for limited quantities of products or materials used in connection with Lessee's operations, and provided that such materials are at all times handled and stored in accordance with all applicable Environmental Laws and good industrial practices, including containment arrangements where appropriate.
- (2) Lessee shall obtain and keep in force, and at all times during the Initial Term or any Renewal Term(s) of this Agreement remain in compliance with all required Environmental Permits, if any, relative to its use and occupancy of the Leased Premises.
- (3) Lessee shall promptly provide Lessor with copies of any notices of Releases or violations which it either receives or is required to give under any Environmental Law.
- e. Lessee's representations and warranties contained in this Section 6 shall survive the expiration of this Agreement.

7. Environmental Indemnities

- a. The Parties agree and Lessor hereby covenants that, upon and after the Commencement Date, Lessor shall forever indemnify, assume, defend and hold Lessee

, its officers, directors, employees, contractors, agents, successors and assigns ("Lessee Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs,, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Lease) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any Lessee Indemnified Party resulting from or arising out of any of the following;

- (1) Any material misrepresentation or material inaccuracy in any representation or warranty in Section 6, above.
- (2) Lessor's noncompliance with, or violation of, any obligations contained in Section 6 above..
- (3) Any Environmental Claim under applicable Environmental Laws currently in effect on the Commencement Date, related to the presence of a Hazardous Substance, or other condition existing at the Leased Premises prior to or as of the Commencement Date or wastes or materials sent from the Leased Premises prior to or as of the Commencement Date, or wastes or materials sent from the Leased Premises by Lessor after the Commencement Date, even if such Environmental Claim is not known, discovered or asserted until after the Commencement Date, so long as said Environmental Claim could not have reasonably been known, discovered or asserted until after the Commencement Date.
- (4) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property not owned by Lessor, prior to or as of the Commencement Date, even if such Release is not reasonably capable of being discovered until after the Commencement Date, including without limitation, any Release of a Hazardous Substance which occurred prior to, or as of, the Commencement Date and which continues, absent any fault or negligence of Lessee, after such date.

- (5) Any Release of a Hazardous Substance by Lessor, its employees, agents and/or representatives at, on, in, under or from the Leased Premises, including to any adjacent property not owned by Lessor, subsequent to the Commencement Date except to the extent that said Release was caused by or contributed to by Lessee and/or Lessee's employees, agents, contractors, guests or invitees, or to the extent caused by an off-site source.
- b. The Parties agree and Lessee hereby covenants that, upon and after the Commencement Date, Lessee shall forever indemnify, assume, defend and hold Lessor, its officers, directors, employees, contractors, agents, successors and assigns ("Lessor Indemnified Parties"), harmless from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Agreement) (collectively "Losses") which may be imposed upon, incurred by or asserted or awarded against any Lessor Indemnified Party resulting from or arising out of any of the following:
- (1) Lessee's noncompliance with, or violation of, any Environmental Law, including any covenant, warranty or representation set forth in Section 6, with regard to the Leased Premises and/or its performance under this Agreement.
- (2) Any Environmental Claim under Environmental Laws currently in effect or which come into effect after the Commencement Date, related to the presence of a Hazardous Substance or other condition created by Lessee, its employees, officers, agents, representatives, contractors, invitees, guests and/or assigns, at or around the Leased Premises after the Commencement Date or wastes or materials sent from the Leased Premises by Lessee, its employees, officers, agents, representatives, contractors, and/or assigns, after the Commencement Date.

(3) Any Release of a Hazardous Substance at, on, in, under or from the Leased Premises, including to any adjacent property, subsequent to the Commencement Date to the extent caused or contributed to by Lessee or Lessee's employees, officers, agents, representatives, contractors, guests, assigns or invitees.

c. Except as otherwise expressly provided above, the Party seeking to enforce an indemnity obligation pursuant to this Section 6 shall have the burden of demonstrating that such indemnity obligation rests with the other Party.

8. Discharge of Liens

Lessee shall not do or suffer anything to be done whereby the Leased Premises may be encumbered by any liens of mechanics, laborer, material, men, chattel mortgages, or any other liens ("Liens"). Lessee shall, whenever and as often as any such Liens are filed against all or any portion of the Leased Premises which purport to be for labor, material, or funds furnished or to be furnished to Lessee, discharge the same of record within ten (10) days after the date of filing by payment, bonding, or otherwise, as provided by law. Lessee shall, upon reasonable Notice and request in writing from Lessor, defend, indemnify and hold Lessor harmless, at Lessee's expense, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation, reasonable attorneys', expert witness and consultant fees and disbursements, whether incurred as the result of a third party claim or a claim to enforce this Agreement) (collectively "Losses") arising out of any such Lien. If Lessee fails to procure the discharge as aforesaid of any such Lien, Lessor may, without further notice to Lessee, procure the discharge by bonding or payment or otherwise, and all costs and expenses to which Lessor incurs in obtaining such discharge shall be paid by Lessee as additional rent within ten (10) days after Notice from Lessor of the amount due.

9. Taxes

Lessee shall pay all taxes and assessments attributable to any pre-authorized improvement and/or personal property hereinafter placed or utilized on the Leased Premises.

10. Revisions and/or Terminations

- a. Lessor may declare this Agreement terminated if Lessee should default in the payment of any obligations under this Agreement, or in the due performance of the obligations hereunder, and the default continues for a period of thirty (30) days after written Notice is given by Lessor to Lessee of the same. Further:
 - (1) Failure to comply with any part of this Agreement by Lessor or Lessee may be considered cause for revision, suspension, or termination.
 - (2) Revisions of this Agreement must be agreed to by Lessor and Lessee by an addendum signed by the authorized representatives of both Parties.
- b. Lessee may declare the Agreement terminated if Lessor is in material default of any of its obligations under the Agreement, including all warranties and covenants hereunder, and such default continues for a period of thirty (30) days after written Notice is given by Lessee to Lessor

11. Upon Termination

Lessee agrees, upon termination of this Agreement, whether during the Initial Term or any Renewal Term(s), that all materials shall be removed from the Leased Premises and the Premises be returned to the condition in which it was delivered to Lessee by Lessor on the Commencement Date. Lessee further agrees that, upon termination of this Agreement, whether during the Initial Term or any Renewal Term(s), Lessee shall surrender quiet and peaceful possession of the Leased Premises in like good order as of the Commencement Date, natural wear and tear and loss or damage due to an act of God excepted.

12. Other Terms and Conditions

Lessee covenants and agrees that it shall, throughout the Initial Term or any Renewal Term(s) of this Agreement be responsible for the payment of all utilities applicable to the operation and use of the Leased Premises by Lessee and shall further be responsible for the maintenance of all authorized improvements to or on the Leased Premises.

13. Assignment/Subletting

This Agreement and/or any interest herein shall not be mortgaged, pledged, encumbered, assigned, or otherwise transferred in any manner by Lessee, voluntarily or involuntarily, by operation of law or otherwise, or the Leased Premises or any part thereof, sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any other purpose than as herein authorized without the prior written consent of Lessor.

14. Arbitration After Failure of Negotiations

If any matter arises involving the performance or interpretation of this Agreement which the Parties are unable to settle by mutual agreement, and wherever this Agreement provides adjustments, changes or settlements by mutual agreement of the Parties and the Parties are unable to reach a mutually satisfactory agreement within a reasonable time, all such matters may, upon written approval by both Parties, be settled and determined by a Board of Arbitration consisting of three members-one member to be named by each of the Parties hereto and the third to be selected by the two so named. If the two arbitrators are unable to agree upon a third arbitrator within 10 days, then the third arbitrator shall be selected and named by the American Arbitration Association. If either Party fails to name and select its arbitrator within ten days after the Parties' approval of arbitration, such Party shall be deemed to have designated its chief executive officer as its arbitrator. The arbitration proceedings shall otherwise be conducted in accordance with the prevailing rules and regulations of the American Arbitration Association, and the findings and conclusions of a majority of said Board of Arbitration shall be binding on both Parties to this Agreement.

In the event that the Parties do not approve utilization of the above process for settling their disputes hereunder, any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the Parties shall submit to the jurisdiction of said Circuit Court for purposes of the same.

15. Notices

Any Notice by either Party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed in a postpaid envelope in the United States

postal system, addressed as designated below. Notice shall be deemed to have been duly given, if delivered personally, upon the date such notice was placed in the mail.

If to Lessor: Brown County Port and Solid Waste Department
Dean Haen, Port Manager
2561 S. Broadway Street
Green Bay, WI 54304

If to Lessee: Ted Hansen
General Manager
Greenwood Fuels WI LLC
600 Liberty Street
Green Bay, WI 54304

16. Binding Effect

The terms and covenants contained in this Agreement (and in any exhibit annexed hereto) shall bind and inure to the benefit of the Lessor and the Lessee, and their respective successors and assigns.

17. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin.

18. Severability

If any term, covenant, condition or provision of this Agreement or the application thereof to any Party or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**BROWN COUNTY
PORT & SOLID WASTE DEPARTMENT**

GREENWOOD FUELS WI LLC

By _____
Troy Streckenbach, Brown County Executive

By: _____
Ted Hansen, General Manager

By _____
Sandy Juno, Brown County Clerk

Brown County
Planning
Preliminary Budget Status Report
12/31/2012

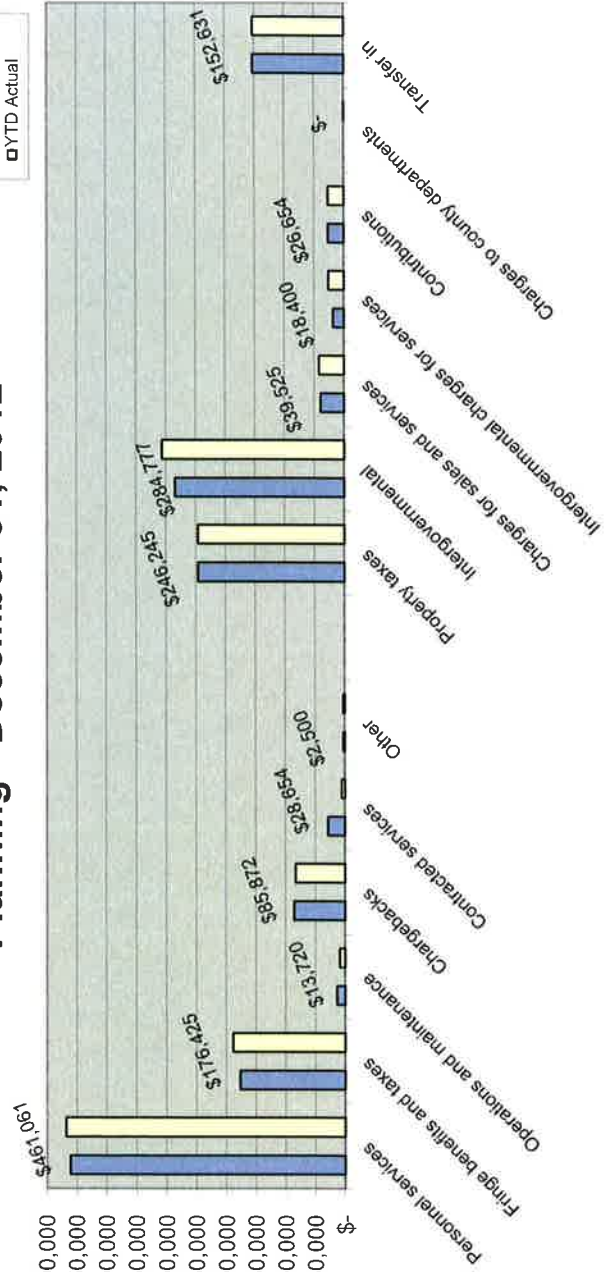
	Annual Budget	YTD Actual
Personnel services	\$ 461,061	\$ 467,944
Fringe benefits and taxes	\$ 176,425	\$ 188,344
Operations and maintenance	\$ 13,720	\$ 9,336
Chargebacks	\$ 85,872	\$ 83,209
Contracted services	\$ 28,654	\$ 5,494
Other	\$ 2,500	\$ 2,500
Property taxes	\$ 246,245	\$ 246,245
Intergovernmental	\$ 284,777	\$ 306,456
Charges for sales and services	\$ 39,525	\$ 41,961
Intergovernmental charges for services	\$ 18,400	\$ 26,059
Contributions	\$ 26,654	\$ 26,654
Charges to county departments	\$ -	\$ 607
Transfer in	\$ 152,631	\$ 152,635

HIGHLIGHTS:

Expenditures: Most categories were under budget.

Revenues: Several categories exceeded budgeted amounts.

Planning - December 31, 2012



Brown County
Property Listing
Preliminary Budget Status Report
12/31/2012

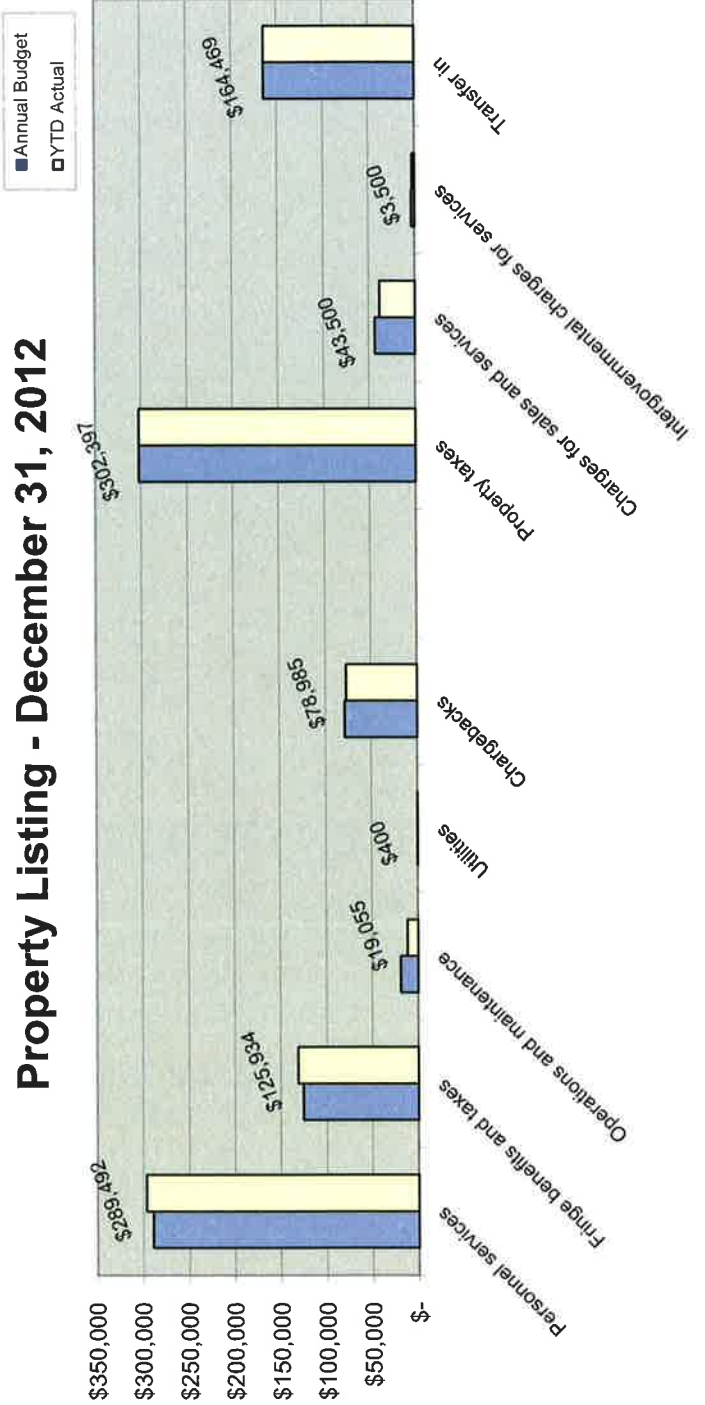
	Annual Budget	YTD Actual
Personnel services	\$ 289,492	\$ 296,540
Fringe benefits and taxes	\$ 125,934	\$ 131,470
Operations and maintenance	\$ 19,055	\$ 11,869
Utilities	\$ 400	\$ 174
Chargebacks	\$ 78,985	\$ 77,236
Property taxes	\$ 302,397	\$ 302,397
Charges for sales and services	\$ 43,500	\$ 38,322
Intergovernmental charges for services	\$ 3,500	\$ 2,800
Transfer in	\$ 164,469	\$ 164,469

HIGHLIGHTS:

Expenditures: Total expenditures were slightly higher than anticipated.

Revenues: Total revenues were slightly lower than anticipated.

Property Listing - December 31, 2012



Brown County
Zoning
Preliminary Budget Status Report
12/31/2012

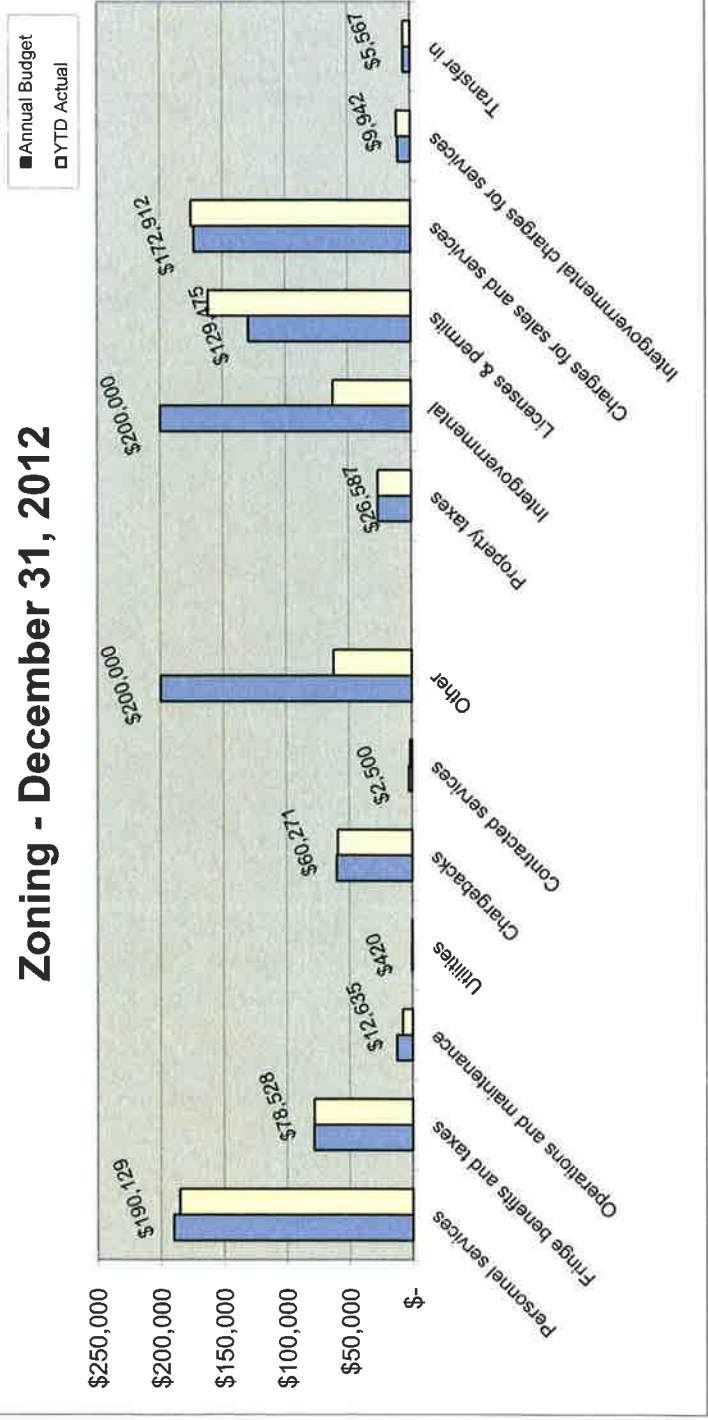
	Annual Budget	YTD Actual
Personnel services	\$ 190,129	\$ 185,193
Fringe benefits and taxes	\$ 78,528	\$ 78,428
Operations and maintenance	\$ 12,635	\$ 7,884
Utilities	\$ 420	\$ 110
Chargebacks	\$ 60,271	\$ 59,038
Contracted services	\$ 2,500	\$ 1,433
Other	\$ 200,000	\$ 62,159
Property taxes	\$ 26,587	\$ 26,587
Intergovernmental	\$ 200,000	\$ 62,159
Licenses & permits	\$ 129,475	\$ 161,698
Charges for sales and services	\$ 172,912	\$ 175,349
Intergovernmental charges for services	\$ 9,942	\$ 11,119
Transfer in	\$ 5,567	\$ 5,567

HIGHLIGHTS:

Expenditures: All categories are under the budgeted amount.

Revenues: Permits and public charges exceeded the budgeted amount.

Zoning - December 31, 2012



BUDGET ADJUSTMENT REQUEST

<u>Adjustment</u>	<u>Description</u>	<u>Approval Level</u>
<input type="checkbox"/> Category 1	Reallocation from one account to another <u>within</u> the major budget classifications.	Department Head
<input type="checkbox"/> Category 2	<input type="checkbox"/> a. Change in Outlay not requiring the reallocation of funds from another major budget classification. <input type="checkbox"/> b. Change in any item within Outlay account which requires the reallocation of funds from any other major budget classification or the reallocation of Outlay funds to another major budget classification.	County Executive County Board
<input type="checkbox"/> Category 3	<input type="checkbox"/> a. Reallocation between budget classifications other than 2b or 3b adjustments. <input type="checkbox"/> b. Reallocation of personnel services and fringe benefits to another major budget classification except contracted services, or reallocation to personnel services and fringe benefits from another major budget classification except contracted services.	County Executive County Board
<input type="checkbox"/> Category 4	Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund)	County Board
<input checked="" type="checkbox"/> Category 5	Increase in expenses with offsetting increase in revenue	County Board

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	610.030.001.6110	Outlay	\$131,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	610.030.001.6110.900	Outlay-Contra	\$131,000
<input type="checkbox"/>	<input checked="" type="checkbox"/>	610.3000	Unrestricted Fund Balance	\$131,000
<input type="checkbox"/>	<input type="checkbox"/>			

Narrative Justification:

The Airport has tentatively agreed to purchase the property and home at 941 Golden Lane, which is immediately adjacent to the Airport's northwestern boundary. It is in the Airport's (county's) best interest to obtain this parcel for potential future expansion. This purchase was unanticipated and is therefore not in the Airport's 2013 budget.

AUTHORIZATIONS

Thomas H. Miller for R.L.
Signature of Department Head

Department: Airport

Date: February 26, 2013

[Signature]
Signature of Executive
Date: 3/1/13

all for
NW

**Brown County
Airport
Budget Status Report
December-12**

	Annual Budget	YTD Budget	YTD Actual
Personnel	\$1,418,395	\$1,418,395	\$1,387,618
Fringe Benefits	\$605,809	\$605,809	\$595,198
Employee Costs	\$5,750	\$5,750	\$3,844
Operations & Maintenance	\$1,510,965	\$1,510,965	\$1,009,618
Insurance	\$48,425	\$48,425	\$42,125
Utilities	\$746,548	\$746,548	\$630,749
Chargebacks	\$227,466	\$227,466	\$212,577
Contracted Services	\$2,461,457	\$2,461,457	\$2,070,880
Debt Retirement	\$832,715	\$832,715	\$808,993
Depreciation	\$5,076,473	\$5,076,473	\$4,855,128
Outlay- Disposition of Fixed Assets	\$0	\$0	\$6,193
Intergovernmental - PFC's	\$1,424,984	\$1,424,984	\$1,080,077
Charges for Sales & Services	\$6,802,284	\$6,802,284	\$5,739,185
Miscellaneous Revenue	\$16,588	\$16,588	\$28,069
Rent	\$345,957	\$345,957	\$349,781
Contributions	\$0	\$0	\$3,430
Capital Contributions	\$6,749,938	\$6,749,938	\$9,007,935
Interest	\$37,000	\$37,000	\$26,284
Transfer in Wages	\$0	\$0	\$0

HIGHLIGHTS

For the year-end, the airport was under the adopted budget of \$12.9-M by \$1.3-M. Wages, snow removal supplies, utilities, and contracted services were all under budget estimates.

On the revenue side, income was over budget by about \$850,000 primarily due to contributed capital from several major projects, one completed ahead of schedule.

Thru Dec	Pax On	% +/-
2012	295,028	- 19.5%
2011	366,709	

